# UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture

CIVIL NO.

Plaintiff

Foreclosure of Mortgage

٧.

MARÍA MAGDALENA RIVERA CARATTINI a/k/a MARÍA MAGDALENA RIVERA CASTELLANO a/k/a MARÍA MAGDALENA RIVERA CASTELLANOS a/k/a MARÍA M. RIVERA CASTELLANOS a/k/a MARÍA MAGDALENA RIVERA a/k/a MARÍA M. RIVERA a/k/a MARIA A. **RIVERA** a/k/a MARÍA **RIVERA** CASTELLANO a/k/a **MAGDALENA** RIVERA, as joint debtor and as known member of the Estate of ANTONIO **ESCOBALES** PAGÁN: **GLADYS** MILAGROS **ESCOBALES** RIVERA; RAUL LUIS ESCOBALES RIVERA; ELBA MARGARITA ESCOBALES RIVERA: MANUEL ANTONIO **ESCOBALES** RIVERA: JORGE LUIS ESCOBALES RIVERA; JOSE MIGUEL ESCOBALES RIVERA: MARIA MAGDALENA **ESCOBALES** RIVERA; **EDUARDO** ESCOBALES RIVERA; NELLIE ISABEL **ESCOBALES** RIVERA; NANCY ESCOBALES RIVERA, and, ERIKA ESCOBALES RIVERA; JOHN DOE and RICHARD ROE as unknown members of the Estate above-mentioned

Defendants

## COMPLAINT

## TO THE HONORABLE COURT:

COMES NOW the United States of America -acting as the United States Department

of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

- 1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
- 2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of four (4) promissory notes that affect the two (2) properties described further below.
- 3. The first promissory note is for the amount of **\$41,000.00**, with annual interest of 9%, subscribed on November 15, 1979. *See Exhibits 1 and 1A*.
- 4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 258. This mortgage is duly recorded at the corresponding Property Registry. See Exhibits 2 and 2A.
- 5. The note for \$41,000.00 was modified on several occasions. Last modification occurred on October 19, 1994, for the amount of \$50,585.48, under the terms and conditions stipulated and agreed therein, through Deed No. 209. See Exhibits 3 and 3A.
- 6. Plaintiff is also the owner and holder of a promissory note for the amount of \$5,000.00, with annual interest of 10.75%, subscribed on April 18, 1984. See Exhibits 4 and 4A.
- 7. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 52. This mortgage is duly recorded at the corresponding Property Registry. See Exhibits 5.
- 8. The note for \$5,000.00 was modified on several occasions. Last modification occurred

- on October 19, 1994, for the amount of \$5,591.00, under the terms and conditions stipulated and agreed therein, through Deed No. 206. See Exhibits 6 and 6A.
- 9. Plaintiff also owns and holds a promissory note for the amount of \$7,000.00, with annual interest of 6%, subscribed on March 18, 1988. See Exhibits 7 and 7A.
- 10. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 44. This mortgage is duly recorded at the corresponding Property Registry. See Exhibit 8.
- 11. The note for \$7,000.00 was modified on several occasions. Last modification occurred on October 19, 1994, for the amount of \$7,275.93, under the terms and conditions stipulated and agreed therein, through Deed No. 208. See Exhibits 9 and 9A.
- 12. Plaintiff owns and holds a promissory note for the amount of \$13,610.00, with annual interest of 3.75%, subscribed on April 28, 1995. See Exhibit 10.
- 13. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 111. This mortgage is duly recorded at the corresponding Property Registry. See Exhibit 11.
- 14. According to the Property Registry, Antonio Escobales Pagán and María Magdalena Rivera Carattini appear as owners of record of the real estate properties subject of this case. Said property is described -as it was recorded in Spanish- as follows:
  - A. RÚSTICA: Situada en el barrio Mameyes, lugar nombrado "Limón" del término municipal de Jayuya, Puerto Rico, a café, guineos y pastos, compuesta de 4.82 cuerdas. En lindes al NORTE, con Juan Bautista y Francisca Salgado; al SUR, con José Butler y Joaquín Rodríguez Francisco; al ESTE y OESTE, con tierras de Loreto y Francisca Salgado.

PROPERTY NUMBER: 491, recorded at page 236 of volume 10 of Jayuya, Registry of the Property of Utuado, Puerto Rico.

B. RÚSTICA: Radicada en el barrio Mameyes, lugar nombrado "Limón" del término municipal de Jayuya, Puerto Rico, compuesta de 7.450 cuerdas, equivalentes a 29,281.405 metros cuadrados, dedicado a café, guineos y pastos. En lindes al NORTE, con Joaquín Rodríguez Francisco; al SUR, ESTE y OESTE, con terrenos de la cual está parcela es segregación.

PROPERTY NUMBER: 489, recorded at page 228 of volume 10 of Jayuya, Registry of the Property of Utuado, Puerto Rico.

DESCRIPTION: (As it is recorded in the Spanish language)

See Title Searches attached as Exhibits 12 and 13.

- 15. Antonio Escobales Pagán passed away, and the known members of the Estate of Antonio Escobales Pagán are the following individuals:
  - a. MARÍA MAGDALENA RIVERA CARATTINI a/k/a MARÍA MAGDALENA RIVERA CASTELLANO a/k/a MARÍA MAGDALENA RIVERA CASTELLANOS a/k/a MARÍA M. RIVERA CASTELLANOS a/k/a MARÍA MAGDALENA RIVERA a/k/a MARÍA M. RIVERA a/k/a MARÍA A. RIVERA a/k/a MARÍA RIVERA CASTELLANO a/k/a MAGDALENA RIVERA;
  - b. GLADYS MILAGROS ESCOBALES RIVERA;
  - c. RAUL LUIS ESCOBALES RIVERA;
  - d. ELBA MARGARITA ESCOBALES RIVERA;
  - e. MANUEL ANTONIO ESCOBALES RIVERA;
  - f. JORGE LUIS ESCOBALES RIVERA;
  - g. JOSE MIGUEL ESCOBALES RIVERA;
  - h. MARIA MAGDALENA ESCOBALES RIVERA;
  - EDUARDO ESCOBALES RIVERA;

- j. NELLIE ISABEL ESCOBALES RIVERA;
- k. NANCY ESCOBALES RIVERA, and;
- ERIKA ESCOBALES RIVERA.

See Exhibit 16.

- 16. JOHN DOE and RICHARD ROE are included as possible unknown heirs to the Estate above mentioned.
- 17. According to *P.R. Laws Ann.*, Article 959, (Sec. 2787), defendants have 30 days to either accept or reject their participation in the Estate to which they lawfully belong.
- 18. Codefendants are jointly and severally responsible for all amounts owed to plaintiff, arising from the loan obligations subscribed.
- 19. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
- 20. The defendants herein have failed to comply with terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, defendants owe to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 14*, the following amounts, as of September 10, 2020:
  - a) On the \$41,000.00 Note, as modified:
    - 1) The sum of \$50,585.48, of principal;
    - 2) The sum of \$69,591.06, of interest accrued and thereafter until its full and total payment, which interest amount increases at the daily

rate of \$7.6225;

- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- b) On the \$5,000.00 Note, as modified:
  - 1) The sum of \$2,922.76, of principal;
  - 2) The sum of \$3,103.34, of interest accrued and thereafter until its full and total payment, which interest amount increases at the daily rate of \$0.4004;
  - Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- c) On the \$7,000.00 Note, as modified:
  - 1) The sum of \$6,231.38, of principal;
  - 2) The sum of \$5,958.97, of interest accrued and thereafter until its full and total payment, which interest amount increases at the daily rate of \$0.5975;
  - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- d) On the \$13,610.00 Note, as modified:
  - 1) The sum of \$13,610.00, of principal;
  - The sum of \$12,140.11, of interest accrued and thereafter until its full and total payment, which interest amount increases at the daily rate of \$1.3983;
  - 3) Plus, insurance premium, taxes, advances, late charges, costs,

court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

- 21. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.
- 22. Codefendant María M. Rivera a/k/a María A. Rivera a/k/a María Magdalena Rivera Castellano a/k/a María Rivera Castellano a/k/a María Magdalena Rivera Carattini is not presently active in the military service for the United States. Plaintiff is unable to provide a "Status Report pursuant to Servicemembers Civil Relief Act" for the remaining codefendants since we could not found their social security numbers. See Exhibit 15.

# VERIFICATION

- I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as Acting LRTF Director for the United States Department of Agriculture, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:
  - 1) My name and personal circumstances are stated above:
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- 3)The plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) The defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;
  - 5) From the information available to me and based upon the documents in the Farm

Service Agency, it appears that the defendants have not been declared incompetent by a court of justice with authority to make such a declaration;

- 6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;
- 7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, on 30 day of December, 2020.

Day 149 y 199 cell by JACOUR EN L - US, or U.S. Core orn Agent Univ. cr. JACOURUS 0 5 229 1 0 700 05 0 0 0 1 2 5 0 0 Adobe Arricad version. 2 0

JACQUELINE LAZU LABOY

## PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

- a) That all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;
- b) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;
- c) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject

to further orders from the Court;

- d) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;
  - e) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, on

December 31

, 2020.

/s/ Juan Carlos Fortuño Fas JUAN CARLOS FORTUÑO FAS USDCPR 211913 FORTUÑO & FORTUÑO FAS, C.S.P. P.O. BOX 9300 SAN JUAN, PR 00908 TEL. 787-751-5290 FAX. 787-751-6155

# Case 3:21-cv-01018 Document 1-1 Filed 01/12/21 Page XAIBIT 1

(Reg. 11-1-78)	, p	
(1102. 11.1-10)	•	CLASE DE PRESTAMO
	ICULTURA DE ESTADOS UNIDOS HOGARES DE AGRICULTORES	Tipo:FO
ADMINISTRACION DE	HOGHES DE AGRICOLIONES	De acuerdo a;
<b></b>	PAGARE	Consolidated Farm & Rural Development Act
Nombre Antonio ESCOB.	ALES PAGAN	ACCION QUE REQUIERE PAGARE:
Estado PUERTO RICO	Oficina JAYUYA	XK Préstamo Inicial   Nuevo Plan de Pago   Préstamo Subsiguiente   Reamortización   Consolidación y préstamo   Venta a Crédito
Caso Núm.	Fecha NOVIEMBRE 15, 1979	subsiguiente
pagaremos a la orden de Estad Agricultores del Departamento	los Unidos de América, actuando por c de Agricultura de los Estados Unidos	otro co-deudor mancomunada y solidariamente conducto de la Administración de Hogares de (denominado en adelante el "Gobierno") o su JYA, PUERTO RICO
o en otro sitio designado por el	Gobierno por escrito, la suma principal	deCUARENTIUN MIL
		más intereses sobre el principal adeudado al
		CIENTO (9%) anual. Si este pagaré
en los reglamentos de la Admin	istración de Hogares de Agricultores pa ados en <u>41</u> plazos, según indica	eder el porciento de interés más alto establecido ara el tipo de préstamo arriba indicado. do abajo, excepto si es modificado por un tipo de
\$ y \$3,812.00e intereses sean completament anteriormente, vencerá y será pa	en enero 1, 19; \$ subsiguientemente pagados excepto que el plazo final de gadero en años de la fecha de gadero en	en enero 1, 19; en enero 1 de cada año hasta que el principal la deuda aquí evidenciada, de no ser pagada este pagaré y excepto que se podrán hacer pagos respaldará cualquier convenio modificando el
solicitado por el Prestatario y a adelanto es solicitado para un p adelanto desde su fecha actual co	probado por el Gobierno. La aprobació ropósito autorizado por el Gobierno. Se	préstamo será adelantado al Prestatario según n del Gobierno será dada siempre y cuando el acumularán intereses por la cantidad de cada lantos en el final de este pagaré. El Prestatario lanto(s) en el Registro de Adelantos.
En cada pagaré reamortizado instrumento deberán ser suma evidenciado por este instrument	dos al principal y ese nuevo principa	ago, los intereses acumulados a la fecha de este l acumulará intereses a razón del porciento
Todo pago hecho en cualquier fecha efectiva del pago y despué		á primero aplicado a intereses computados a la

Posición 2

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en el mismo. Si el Gobierno en cualquier momento cediera este pagaré y asegurs el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construída, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o un "Nuevo Plan de Pago" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar un nuevo plan de pago pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE	INTERESES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
\$	%	,19		,19_
\$	%	,19		,19
\$	%	,19		,19
·\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o nuevo plan de pago. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO: Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Acto el Emergency Ágricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresame	ente renvii es.  NI NI ALES PAGAN
M. M.	Mario M Rivera  ARIA M. RIVERA
	(Prestatario)
·	BUZON T-26, JAYUYA, P R 00664

		REGISTRO I	DE ADELANTOS		•
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$ 41,000,00	11-15-79	\$		\$	
\$		\$		\$	
\$		\$ .		\$	
\$ .		\$		\$	
				9 /1 000 00	

OTAL | \$41,000.00

El importe de este pagaré y la hipoteca que lo garantiza, reamortizado al diecinueve de septiembre de mil novecientos ochenta y cinco, dió un saldo deudor montante a CUARENTA Y DOS MIL SETECIENTOS SESENTA Y DOS DOLARES CON CINCUENTA CENTAVOS (\$42,762.50), con intereses a razón del NUEVE POR CIENTO (9%) anual, la cual devengará intereses a razón del CINCO Y UN CUARTO POR CIENTO (5.25%) anual y la cual habrá del ser pagada en la siguiente forma: SEISCIENTOS CUARENTA DOLARES (\$640.00) en o antes del primero de enero de mil novecientos ochenta y seis y DOS MIL SETECIENTOS CINCUENTA Y CINCO DOLARES (\$2,755.00) en o antes del primero de enero de cada año subsiguientemente, excepto el pago final de la deuda que se hará en o antes del diecinueve de septiembre del año dos mil diecinueve, según resulta de la Escritura Número Ciento Cuarenta y Uno (141), de fecha diecinueve de septiembre de mil novecientos ochenta y cinco, otorgada en la ciudad de Jayuya, Puerto Rico, ante el Fedatario, DOY FE.

En Jayuya, Puerto Rico, hoy diecinueve de septiembre de mil novecientos ochenta y cinco.

#### ANEJO "A"

--El importe de este pagaré y la hipoteca que lo garantiza, reamortizado al día veintidós de febrero de mil novecientos noventa, dió un saldo deudor montante a Treinta y Ocho Mil Ochocientos Noventa y Cinco Dólares con Setenta y Nueve Centavos de principal, la suma de Doscientos Ochenta y Cinco Dólares con Sesenta y Ocho Centavos (\$285.68) de intereses capitalizables, que devengaránintereses capital e intereses a razón del del cinco por ciento (5.00%) anual, yla suma de Dos Mil Trescientos Treinta y Dos Dólares con noventa y Cinco Centavos (\$2,332.95) de intereses no capitalizables, los cuales no devengarán intereses, para un total de Cuarenta y Un Mil Quinientos Catorce Dólares con Cuarenta y Dos Centavos (\$41,514.42), la cual deberá ser pagada en la siguiente forma:-La suma de Dos Mil Seiscientos Sesenta y Nueve Dólares (\$2,669.00) en o antes del día primero de enero del año mil novecientos noventa y uno, y la suma de Dos Mil Seiscientos Sesenta y Nueve Dólares (\$2,669.00) en o antes del día primero de enero de cada año subsiguientemente, excepto el pago final que se hará y será vencedero en o antes del día veintidós de febrero del año dos mil diez y nueve, según consta de la escritura número veintisiete (27) otorgada en Jayuya, Puerto Rico en esta misma fecha ante el Notario fedante. DOY FE.

-- En Jayuya, Puerto Rico, a veintidos de febrero de mil novecientos

nov:enta.

RUBEN HERNANDEZ ROSARIO NOTARIO PUBLICO

A CICE O

### ANEXO B

Esta hipoteca garantiza entre otras, la propiedad inscrita al folio Sesenta y Cuatro (64), del tomo Noventa y Tres (93) de Jayuya, finca número Cinco Mil Cuatrocientos Cuarenta y Cinco (5445), cuya propiedad mediante la escritura Número Ocho (8), de fecha 26 de febrero de 1990, otorgada ante el Fedatario, se libera para todos los efectos legales de esta hipoteca, en consideración del pago total de TRES MIL DOLARES (\$3,000.00), acreditados en su totalidad a esta hipoteca de la siguiente manera: DOS MIL TRESCIENTOS SETENTA Y SEIS DOLARES CON VEINTICUATRO CENTAVOS (\$2,376.24) a principal y SEISCIENTOS VEINTITRES DOLARES CON SETENTA Y SEIS CENTAVOS (\$623.76) de intereses, y en adición, a la utilización de los restantes TRES MIL DOLARES (\$3,000.00) para la siembra de DOS CUERDAS de café en las Fincas A y B. DOY FE.

En Jayuya, Puerto Rico, hoy veintiseis de febrero de mil novecientos noventa.

TRANCISCO A. DELGADO MARTINEZ

Abogado-Notario

ANEJO A PAGARE HIPOTECARIO A FAVOR DE ESTADOS UNIDOS DE AMERICA POR LA SUMA PRINCIPAL DE \$41,000.00 CONSTITUIDO EL DIA 15 DE--- NOVIEMBRE DE 1979 EN JAYUYA, PUERTO RICO, ANTE EL NOTARIO----- SAMUEL R. PUIG MAGAZ Y MEDIANTE LA ESCRITURA PUBLICA NUMERO---- 258.

"El importe del pagaré y la hipoteca que lo garantiza reamortizada al día catorce de enero de mil novecien-tos noventa y tres asciende a la suma principal de----Treinta y Nueve Mil Ciento Ochenta y Un Dólares con---Cuarenta y Siete Centavos (\$39,181.47) y Siete Mil Seis cientos Cuarenta y Ocho Dólares con Ochenta y Cuatro--Centavos (\$7,648.84) de intereses acumulados a esta--fecha para un total adeudado de Cuarenta y Seis Mil---Ochocientos Treinta Dólares con Treinta y Un Centavos (\$46,830.31) a cuya cantidad se reamortiza el mismo yque habrá de ser pagado en un primer pago de Tres Mil-Doscientos Cincuenta y Ocho Dólares (\$3,258.00) el día primero de enero de mil novecientos noventa y cuatro y subsiguientes pagos anuales de Tres Mil Doscientos----Cincuenta y Ocho Dólares (\$3,258.00) cada uno, el díaprimero de enero de cada año subsiquiente hasta un---pago final que vencerá el día primero de enero del año dos mil diez y nueve, continuando devengando intereses a razón del cinco por ciento (5%) anual todo según---consta de la escritura pública número seite (7) otorgada en Jayuya, Puerto Rico el día catroce de enero--de mil novecientos noventa y tres ante el Notario----Miguel Torres Maldonado".------ Jayuya, Puerto Rico, a 14 de enero de 1993.

MIGUEL TORIES MALDONADO
NOTARIO PUBLICO

"ANEJO A PAGARE HIPOTECARIO POR LA SUMA DE \$41,000.00 CONSTITUIDA EL DIA 15 DE NOVIEMBRE DE 1979 EN AL CIUDAD DE JAYUYA, PUERTO RICO ANTE EL NOTARIO SAMUEL R. PUIG MAGAZ"

EL importe de este pagará y la hipoteca que lo garantiza reamortizado nuevamente el día 19 de octubre de 1994--- asciende a la suma de \$42,632.52 de principal y \$7,952.96 de intereses acumulados a esta fecha para un total adeuda do de \$50,585.48 a cuya cantidad se reamortiza el mismo y que habrá de ser pagado en pagos diferidos sin efectuar pagos los deudores desde el día 1 de enero de 1995 hasta el día primero de enero de 1999. Luego efectuarán pagos anuales de \$4,852.00 comenzando el día 1 de enero del año 2000 y así sucesivamente hasta el pago final que vencerá a los 24 años de esta modificación, devengando intereses al 5% anual y todo según consta de la escritura pública número 209 otorgada en Jayuya, Puerto Rico el día 19 de octubre de mil novecientos noventa y cuatro ante el Notario Miquel Torres Maldonado.

MIGUEL TORRES MALDONADO NOTARIO PUBLICO

# Anejo al Pagaré o Convenio de Subrogación para el Programa Para Posponer Plazos Debido a el Desastre

Fecha:

23 de noviembre de 1999

Número de caso:

Nombre: Antonio Escobales Pagán

Pagaré o Convenio de Subrogación:

Código de Fondo

Número de Préstamo

Fecha

Cantidad

41

17

11-15-79

\$41,000.00

Este anejo enmienda el pagaré o convenio de subrogación indicado arriba para establecer los términos y condiciones de la posposición del plazo descrito adelante:

Número de Designación del Desastre:

M3031

Fecha del plazo a ser pospuesto:

01-01-2000

Cantidad del plazo a ser pospuesto:

\$4,852.00

Cualquier cantidad de principal a ser pospuesta continuará acumulando intereses al mismo tipo de interés que se le cargue a la parte no pospuesta de la deuda.

Este anejo no cambia ninguno de los términos y condiciones del pagaré o convenio de subrogación.

El prestatario abajo firmante o cualquier co-deudor está de acuerdo en pagar el plazo pospuesto, más cualquier interés acumulado sobre el principal pospuesto, en o antes de la fecha de vencimiento del préstamo, según establecido en el pagaré o convenio de subrogación enmendado.

Si se restructura el pagaré o convenio de subrogación a través del Programa de Servicios primarios en un futuro, éste anejo se considerará cancelado automaticamente y la cantidad pospuesta se incluirá como parte del total de la deuda restructurada.

El prestatario abajo firmante entiende que al firmar éste anejo está de acuerdo en qué se le dará de baja a cualquier solicitud pendiente de servicios y de preservación de préstamos. Esto no afecta la elegibilidad futura para servicios primarios o de preservación de préstamo.

Testigo de la marca

s v Marca

mans in Kirera

**EXHIBIT 1A** 

# **CERTIFIED TRANSLATION**

Form FmHA 1940-17(S) (Rev. 11-1-78)

# UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

# PROMISSORY NOTE

Name:		KIND OF LOAN
ANTONIO ESCOB	Type: FO	
State:	Office:	
Puerto Rico	Puerto Rico Jayuya	
Case no.: Date:		
	November 15, 1979	☑ Consolidated Farm & Rural
		Development Act
	☐ Emergency Agricultural Credit	
		Adjustment Act of 1978
ACTION REQUIRING NOT	TE .	
☐ Initial Ioan	☐ Reso	cheduling
☐ Subsequent loan		nortization
□ Consolidated & subsequ	ient loan □ Cred	lit sale
☐ Consolidation	□ Defe	rred payments
		-

 with regulations of the Farmers Home Administration, not, more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in <u>41</u> installments as indicated below, except as modified by a different rate of interest, on or before the followings dates

\$ <u>476.00</u> on <u>January 1, 1980</u> \$	<u>on</u> January 1, 1980
\$ January 1, 19 \$	January 1, 19
\$ January 1, 19 \$	
\$ January 1, 19 \$	January 1, 19
	January 1, 19
\$ January 1, 19 \$	January 1, 19

And \$3,812.00 \_\_\_\_\_thereafter on January 1, of each year until the principal and interest are fully paid except that the final installment of the entire debtedness evidenced hereby, if not sooner paid shall, be due and payable \_40\_ years from the date of this note, and except the prepayments may be made as provided below. The consideration for the note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the

end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to the principal and such new principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of schedule installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 C.F.R. 1861.2) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein. If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an

installment due date basis, shall be the date of the United State Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitle accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan (FO).

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

Code & Loan No.	Note Value	Interest Rate	Date	Original Borrower	Last install due
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			

Security instruments taken in connection with the loans evidenced by these described notes and this consolidating, rescheduling or reamortizing does not affect other related obligations. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING AGREEMENT. If at any time it shall appear to the Government that Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt, and default under any

such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This note is presented as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "King of Loan" block above. This note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentation, protest, and notice are hereby waived.

(SEAL)	ANTONIO ESCOBALES PAGAN (FINGERPRINTS)		
		(BORROWER)	
	(Sgd.) MARÍA M. RIVERA		
		(Co- BORROWER)	
	BOX T-26, JAYUYA, PR 00	664	

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 41,000.00	11-15-75	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	

The amount of this note and the mortgage guaranteeing it, re-amortized on September 19, 1985, came up to an outstanding balance of \$42,762.50, with interests at a rate of 9% per year, which shall earn interests at a rate of 5.25% per year and which shall be paid in the following manner: SIX HUNDRED FORTY DOLLARS (\$640.00) on or before January 1, 1986 and \$2,755.00 on or before January 1, of each subsequent year, except that the final payment of the debt shall be made on or before September 19, 2019, as it is set forth on Deed Number One Hundred Forty-one, dated September 19, 1985, subscribed in the city of Jayuya, Puerto Rico, before the undersigned Notary Public. I SO ATTEST

In Jayuya, Puerto Rico, today September 19, 1985.

(sgd.) FRANCISCO A. DELGADO MARTÍNEZ Notary Public

# **EXHIBIT "A"**

The amount of this note and the mortgage guaranteeing it, re-amortized on February 22, 1990, came up with an outstanding balance of \$38, 895.79 in principal, the amount of \$285.68 as capital interests, which shall earn interests at a rate of 5% per year, and the amount of \$2,332.95 of non-capital interests, which shall not earn interests for a total of \$41,514.42, which shall be paid in the following manner: The amount of \$2,669.00 on or before January 1, 1991, and the amount of \$2,669.00 on or before January 1 of each subsequent year, except that the final payment which will become due and payable on February 22, 2019, as it appears on deed number 27, subscribed in Jayuya, Puerto Rico on even date before the undersigned Notary Public. I SO ATTEST.

In Jayuya, Puerto Rico, today February 22, 1990.

(sgd.) RUBEN HERNÁNDEZ ROSARIO Notary Public (SEAL)

# **EXHIBIT B**

This mortgage guarantees, among other things, the real estate registered on page 64 of volume 93 of Jayuya, lot number 5445, which real estate through deed number 8, dated February 26, 1990, subscribe before the undersigned, is liberated for all legal purposes from this mortgage, in consideration of the total payment of \$3,000.00, fully credited to this mortgage in the following manner: \$2,376.24 to the principal and \$623.76 to interests, and in addition, to the use of the balance \$3,000.00 for the seeding of TWO CUERDAS of coffee on Lots A and B. I SO ATTEST.

In Jayuya, Puerto Rico, today February 26, 1990.

(sgd.) FRANCISCO A. DELGADO MARTÍNEZ Notary Public (SEAL ANNEX TO MORTGAGE NOTE ON BEHALF OF THE UNITED STATES OF AMERICA FOR THE PRINCIPAL AMOUNT OF \$41,000.00 CONSTITUTED ON NOVEMBER 15, 1979, IN JAYUYA, PUERTO RICO, BEFORE NOTARY PUBLIC SAMUEL R. PUIG MAGAZ AND THROUGH PUBLIC DEED NUMBER 258.

"The amount of the note and the mortgage guaranteeing it re-amortized on January 14, 1993, comes up to the principal amount of \$39,181.47 and \$7,648.84 as accrued interests as of this date for a total outstanding of \$46,830.31 to whose amount the same is re-amortized and which shall be paid in a first installment of \$3,258.00 on January 1, 1994 and the subsequent yearly installments of \$3,258.00 each, on January 1 of each subsequent year up to a final payment which shall become due and payable on January 1, 2019, continuing earning interests at a rate of 5% per year as it all appear on public deed number 7, subscribed in Jayuya, Puerto Rico on January 14, 1993 before Notary Public Miguel Torres Maldonado".

Jayuya, Puerto Rico, January 14, 1993

(sgd.) MIGUEL TORRES MALDONADO Notary Public (SEAL) ANNEX TO MORTGAGE NOTE IN THE AMOUNT OF \$41,000.00 CONSTITUTED ON NOVEMBER 15, 1979 IN THE CITY OF JAYUYA, PUERTO RICO, BEFORE NOTARY PUBLIC SAMUEL R. PUIG MAGAZ

The amount of this note and the mortgage guaranteeing it re-amortized once again on October 19, 1994 comes up to the amount of \$42,632.52 of principal and \$7,952.96 as accrued interests as of this date for a total debt of \$50,585.48, to which amount the same is re-amortized and that which shall be paid by deferred payments without debtors paying since January 1, 1995 up to January 1, 1999. Then they shall make yearly payments of \$4,852.00 starting on January 1, 2000 and so on until final payment which shall be due 24 years from this modification, earning yearly interest at a 5% rate and all as it appears on public deed number 209, subscribed in Jayuya, Puerto Rico, on October 19, 1994 before Notary Public Miguel Torres Maldonado.

(sgd.) MIGUEL TORRES MALDONADO Notary Public (SEAL)



FMHA INSTRUCTION 1951-T EXHIBIT A

# Addendum to the Promissory Note or Assumption Agreement for the Disaster Set-Aside Program

Date: November 23, 1999

Case Number:

Name: Antonio Escobales Pagán

Promissory Note or Assumption Agreement:

Fund Code Loan No. Date Amount
41 17 11-15-79 \$41,000.00

This addendum amends the above-described promissory note or assumption agreement to set forth the terms and conditions for set-aside of the installment described below.

Disaster Designation Number...... M3031
Date of Scheduled Installment Set-Aside...... 01-01-2000
Amount of Installment Set-Aside:....\$ 4,852.00

Any principal amount set-aside will continue to accrue interest at the same rate being charged the non-set-aside portion of the note.

This addendum does not change any of the terms or conditions of the promissory note or assumption agreement.

The undersigned borrower and any cosigners hereby agree to pay the installment being set-aside, plus any accrued interest on the principal amount set-aside, on or before the final due date of the loan, as set forth on the note or assumption agreement being amended.

If the promissory note or assumption agreement is later restructured through primary loan servicing, the addendum will automatically be considered cancelled and the amount set-aside will be included in the total debt restructured.

The undersigned borrower understands that by signing this addendum he/she is agreeing to the withdrawal of any pending request for primary and preservation loan servicing. This withdrawal does not affect the undersigned's future eligibility for primary and preservation loan servicing.

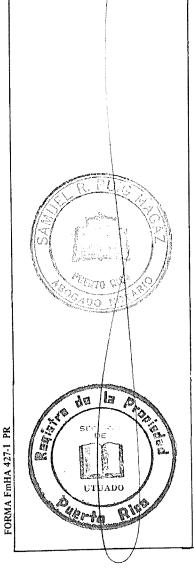
Borrower

Co-Borrower

(8-01-97) FSA PN No. 10

Expedi primera copia certificada hoy diade su otorgamiento a potición de Antonio-Escobales Ragán y —

Wotario Riblico



	(258)			DOSCIEMTOS	
 	 HIP	OTECA V	OLUNT	ARIA	
	 97h.u. u. amda m	24.00	a 1aa	quinco (15	losses ab (

ANTE MI

SANUEL R. FUTO MAGAZ

Abogado y Notario Público de esta Isla con residencia y vecindad en y oficina en dicha ciudad.

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominados de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales aparecen de dicho párrafo.

-COMPARECEN ----

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos de su edad, estado civil, profesión y vecindad.

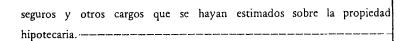
Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento,

#### **EXPONEN**

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, denominada de aquí en adelante "los bienes".

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que se especifican en el párrafo UNDECIMO.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores, denominado de aquí en adelante el "acreedor hipotecario", en relación con un préstamo o prestamos evidenciado por uno o más pagarés o convenio de subrogación, denominado en adelante el "pagaré", sean uno o más. Se requiere por el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de las contribuciones, avaluos (impuestos), primas de



CUARTO: Se sobreentiende que: ----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la suma de principal especificada en el mismo, concedido, con el propósito y la intención de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno consolidando la Administración de Hogares de Agricultores o el Título Quinto de la Ley de Hogares de mil novecientos cuarenta y nueve, según ha sido enmendada.

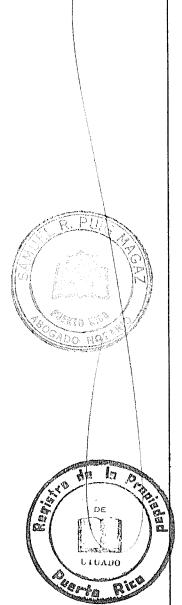
(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el prestamista asegurado.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acreedor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con el pagaré un endoso de seguro garantizando totalmente el pago de principal e intereses de dicho pagaré.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, determinarán en el endoso de seguro la porción del pago de intereses del pagaré que será designada como "cargo anual".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tenedor cederá todos sus derechos y remedios contra el deudor hipotecario y cualquiera otro en relación con dicho préstamo así como también a los beneficios de esta hipoteca y aceptará en su lugar los beneficios del seguro, y en caso de violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en cualquier convenio suplementario por parte del deudor hipotecario, a requerimiento del acreedor hipotecario endosará el pagaré al acreedor hipotecario.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca garantizará el pago del pagaré pero cuando el pagaré



esté en poder de un prestamista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento por parte del deudor hipotecario.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré sea conservado por el acreedor hipotecario o en el caso de que el acreedor hipotecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del importe del pagaré según se especifica en el subpárrafo (Uno) del párrafo NOVENO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho pagaré, su renovación o extensión y cualquier convenio contenido en el mismo, (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí consignado, para garantizar el cumplimiento del convenio del deudor hipotecario de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el endoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualquier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el cumplimiento de todos y cada uno de los convenios y estipulaciones del deudor hipotecario aquí contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre los bienes descritos en la párrafo UNDECIMO más adelante, así como sobre los derechos, intereses, servidumbres, derechos hereditarios, adhesiones pertenecientes a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. En caso de ejecución, los bienes responderán del pago del principal, los intereses antes y después de vencimiento, hasta su total

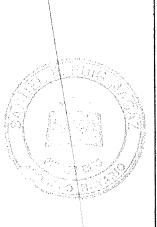


SEXTO: El deudor hipotecario expresamente conviene lo siguiente:----

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor hipotecario como agente cobrador del tenedor del mismo.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación y cualquier cargo por delincuencia requerido en el presente o en el futuro por los reglamentos de la Administración de Hogares de Agricultores.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado, cualquier suma adeudada y no pagada bajo los términos del pagare, menos la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido en el párrafo CUARTO anterior por cuenta del deudor hipotecario.



DE

el acreedor hipotecario requiera de tiempo en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en tiempo pueda prescribir.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor hipotecario personalmente operará los bienes por sí y por medio de su familia como una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a menos que el acreedor hipotecario consienta por escrito en otro método de operación o al arrendamiento.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la información de sus ingresos y gastos y cualquier otra información relacionada con la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos que afecten los bienes o su uso. —————

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía otorgada está siendo mermada o deteriorada, y si dicho examen o inspección determinare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mermada o deteriorada, tal condición se considerará como una violación por parte del deudor hipotecario de los convenios de esta hipoteca.

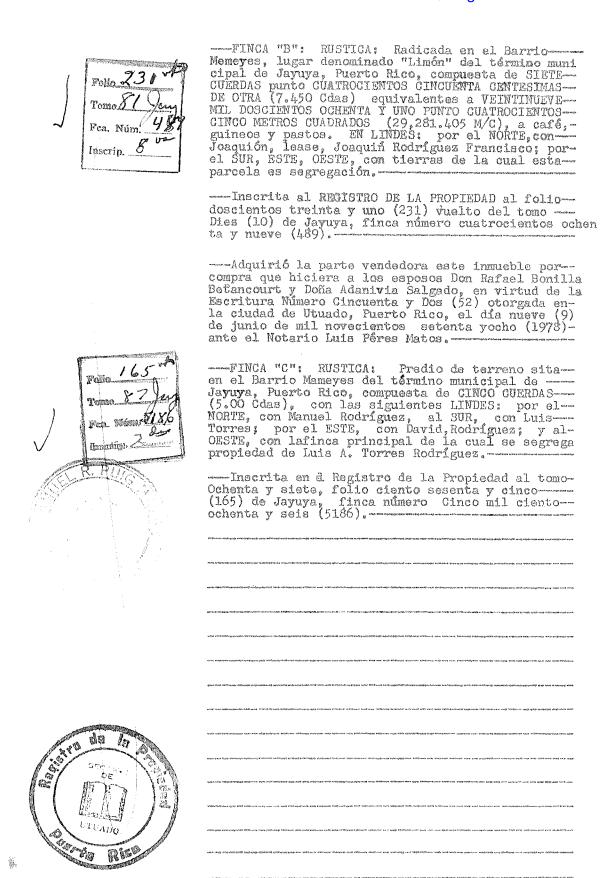
(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria para adelantos, gastos y otros pagos.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere bigente esta hipoteca, abandonare los bienes o voluntariamente se los tentregase al acreedor hipotecario, el acreedor hipotecario es por la presente autorizado y con poderes para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar sus rentas, beneficios e ingresos de los mismos

por la suma de CUARENTA Y UN MIL DOLARES (\$41,000.00)----dólares de principal más intereses sobre el balance del principal adeudado a razón del nueve----\_\_9%\_\_\_) por ciento anual, hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condiciones y estipulaciones contenidas en dicho pagaré y según acordados y convenidos entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero a los cuarenta (40) ---- años de la fecha de este pagaré. -- Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Unidos de América denominada "Consolidated Farm and Rural Development Act of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según han sido enmendadas y está sujeto a los presentes reglamentos de la Administración de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE. ----UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se constituye Hipoteca Voluntaria, se describe como sigue: ---lease, que las propiedades objeto de la presente-escritura y sobre las que se constituye Hipoteca---Voluntaria se describen como sigue:--FINCA "A": RUSTICA: Situada en el Barrio Mameyes lugar denominado "Limón" del término municipal de —
Jayuya, Puerto Rico, a café, quif, lease, guineos,—
y pastos, compuesta de CUATRO CUERDAS Y OCHENTA Y y pastos, compuesta de CUATRO CUERDAS Y OUHENTA 1-DOS CENTIAREAS, iguales a una hectáreas, ochenta ynueve áreas y cuarenta y tres centiáreas. en LINDES por el NORTE, con Juan Bautista y Francisca Salgado; por el SUR, con José Batler y Joaquín Rodriguez Francisco; por el ESTE, Y OESTE, con tierras de Loreto y Francisca Sald, lease, Salgado. -- Enclava en dicha propiedad una casa de vivienda.---Adquirió la antes descrita propiedad en virtud de compra que hiciera a Doña Cruz López Clas, Ramona— Nater López, Eugenio Nater López, Juan Nater López, segin conta de la Escritura Número Sesenta y Cuatro (64) otorgada en Utuado, Puerto Rico, el día veinti-uno (21) de mayo de mil novecientos cincuenta y uno-(1951) ante el Notario Francisco R. Flores.-



-FINCA "B": --



Forma FmHA 427-1 PR 10/77

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Puerto Rico, ante el Notario fedante, Samuel R. Puig Magaz.
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DUODECIMO: Que comparecen en la presente escritura como
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# Case 3:21-cv-01018 Document 1-3 Filed 01/12/21 Page 9 of 9

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**EXHIBIT 2A** 

(CERTIFIED TRANSLATION)

Presented on Entry (Illegible 360 (Illegible): 175 Time 2:50 Utuado Regristry Nov, 21, 1979

SAMUEL R. PUIZ MAGAZ, ES.
NOTARY PUBLIC
50 DR. CUETO – TELEPHONE 894-2438
UTUADO, PUERTO RICO

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**DEED OF** 

#### **VOLUNTARY MORTGAGE**

**GRANTED** 

BY: DON ANTONIO ESCOBALES PAGÁN AND DOÑA MARÍA M. RIVERA

ON BEHALF OF: FARMER'S HOME ADMINISTRATION
Government of the United States of America

In Jayuyas, P.R. November 15, 1979

COPY FIRST CERTIFY

(Round Seal: Property Registry, Utuado, P.R.)

(I issued the first certified copy, on the date of its granting as per request by Antonio Escobales Pagán and FmHA. I SO ATTEST.
Notary Public, (Round Seal)

# NUMBER TWO HUNDRED FIFTY EIGHT (258)

## **VOLUNTARY MORTGAGE**

In Jayuya, Puerto Rico, on the fifteenth (15<sup>th</sup>) of November, nineteen seventy nine (1979).

#### **BEFORE ME**

#### SAMUEL R. PUIZ MAGAZ

Attorney and Notary Public for the Island of Puerto Rico, with residence in **Utuado**, **Puerto Rico** and office in **this city**.

## **APPEAR**

The persons named in paragraph TWELFTH of this mortgage hereinafter called the "mortgagor" and whose personal circumstances appear from said paragraph.

I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their statements, which I believe to be true of their age, civil status, profession and residence.

They assure me that they are in full enjoyment of their civil rights, and the free administration of their property, and they have, in my judgment, the necessary legal capacity to grant this voluntary mortgage.

WITNESSETH:

FIRST: That the mortgagor is the owner of the farm or farms described in paragraph

ELEVENTH of this mortgage, and of all rights and interest in the same hereinafter

referred to as "the property".

SECOND: That the property mortgaged herein is subject to the liens specified in

paragraph ELEVENTH herein.

THIRD: That the mortgagor has become obligated to the United States of America,

acting through the Farmer Home Administration, hereinafter called the "mortgagee" in

connection with a loan or loans evidenced by one or more promissory note(s) or

assumption agreement(s) hereinafter called "the note" whether one or more. It is

required by the Government that additional monthly payments of one-twelfth of the

taxes, assessments, insurance premiums and other charges estimated against the

property.

FOURTH: It is understood that:

(One) The note evidences a loan or loans to the mortgagor in the principal amount

specified therein made with the purpose and intention that the mortgagee, at any time,

may assign the note and insure the payment thereof pursuant to the Act of Nineteen

Hundred and Sixty-One consolidating the Farmers Home Administration of Title Five of

the Housing Act of Nineteen Hundred and Forty-Nine, as amended.

(Two) When payment of the note is guaranteed by the mortgagee it may be assigned

from time to time and each holder of the insured note, in turn, will be the insured lender.

(Three) When payment of the note is insured by the mortgagee, the mortgage will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of the note fully as to principal and interest.

(Four) At all times when payment of the note is insured by the mortgagee, the mortgagee by agreement with the insured lender set forth in the insurance endorsement will be entitled to specified portion of the interest payments on the note, to be designated the "annual charge".

(Five) A condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against the mortgagor and any others in connection with said loan, as well as any benefit of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the mortgagee's request will assign the note to the mortgagee should the mortgagor violate any convenant or agreement contained herein, in the note, or any supplementary agreement.

(Six) It is the purpose and intent of this mortgage that, among other things, at all times when the note is held by the mortgagee, or in the event the mortgagee should assign this mortgage without insurance of the note, this mortgage shall secure payment of the note; but when the note is held by an insured lender, this mortgage shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the mortgagee against loss under its insurance endorsement by reason of any default by the mortgagor.

FIFTH: That, in consideration of said loan and (a) at all times when the note is held by the mortgagee, or in the event the mortgagee should assign this mortgage without insurance of the payment of the note, in guarantee of the amount of the note as specified in subparagraph (one) of paragraph NINTH hereof, with interest at the rate stipulated, and to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, (b) at all time when the note is held by an insured lender, in guarantee of the amounts specified in subparagraph 9Two of paragraph NINTH hereof for securing the performance of the mortgagor's agreement herein to indemnify and save harmless the mortgagee against loss under its insurance endorsements by reason of any default by the mortgagor, ands (c) in any event and at all times whatsoever, in guarantee of the additional amounts specified in subparagraph (Three) of paragraph NINTH hereof, and to secure the performance of every convenant and agreement of the mortgagor contained herein or in any supplementary agreement, the mortgagor hereby constitutes a voluntary mortgage in favor of the mortgagee on the property described in paragraph ELEVENTH hereof, together with all rights, interests easements, hereditaments and appurtenances thereto belonging, the rents, issues and profits thereof and revenues and income therefrom, all improvements ands personal property now or later attached thereto or reasonably necessary to the use thereof, all water, water rights and shares in the same pertaining to the farms and all payments at any time owing to the mortgagor by virtue of any sale, lease, transfer conveyance or total or partial condemnation of or injury to any part thereof or interest therein, it being understood that this lien will continue in full force and effect until all amounts as specified in the paragraph NINTH hereof, with interest before and after maturity until paid, have been paid in full. In case of foreclosure, the property will be answerable for the payment of the principal, interest thereon before and after maturity until paid, losses sustained by the mortgagee as insurer of the note, taxes, insurance premiums, and

other disbursements and advances by the mortgagee for the mortgagor's account with interest until repaid to the mortgagee, costs, expenses and attorney's fee of the mortgagee all extensions and renewals of any of said obligations, with interest on all and all other charges and additional amounts as specified in paragraph NINTH hereof.

SIXTH: That the mortgagor specifically agrees as follows:

(One) To pay promptly when due any indebtedness to the mortgage hereby secured and to indemnify and save harmless the mortgagee against any loss under its insurance of payment of the note by reason of any default by the mortgagor. At all times when the note is held by an insured lender, the mortgagor shall continue to make payments on the note to the mortgagee, as collection agent for the holder.

(Two) To pay to the Mortgagee any initial fees for inspection and appraisal and any delinquency charges, now or hereafter required by regulations of the Farmer's Home Administration.

(Three) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of the annual charge, may be paid by the mortgagee to the holder of the note to the extent provided in the insurance endorsement referred to in paragraph FOURTH hereof for the account of the mortgagor. Any amount due and unpaid under the terms of the note, whether it is held by the mortgagee or by an insured lender, may be credited by the mortgagee on the note and thereupon shall constitute an advance by the mortgagee for the account of the mortgagor. Any advance by the mortgagee as described in this subparagraph shall bear interest at the rate of <u>nine</u> percent (<u>9</u>%) per annum from the date on which the amount of the advance was due to the date of payment to the mortgagee.

(Four) Whether or not the note is insured by the mortgagee, any and all amount advanced by the mortgagee for property insurance premiums, repairs, liens and other claims, for the protection of the mortgaged property, or for taxes or assessments or other similar charges by reason of the mortgagor's failure to pay the same, shall bear interest at the rate stated in the next preceding subparagraph from the date of the advance until repaid to the mortgagee.

(Five) All advances made by mortgagee as described in this mortgage, with interest shall be immediately due and payable by the mortgagor to mortgagee without demand at the place designated in the note and shall be guaranteed hereby. No such advance by mortgagee shall relieve the mortgagor from breach of his covenant to pay. Such advances, with interest shall be repaid form the first available collections received from mortgagor. Otherwise, any payments made by mortgagor may be applied on the note or any indebtedness to mortgagee secured hereby, in any other mortgagee determines.

(Six) To use the loan evidenced by the note solely for purposes authorized by mortgagee.

(Seven) To pay when due all taxes, special assessments, liens and charges encumbering the property or the right or interest of mortgagee under the terms of this mortgage.

(Eight) To procure and maintain insurance against fire and other hazards are required by mortgagee on all existing buildings and improvements on the property and on any buildings and improvements put there on the future. The insurance against fire and other hazards will be in the form ands amount on terms and conditions approved by mortgagee.

(Nine) To keep the property in good condition and promptly make all necessary repairs for the conservation of the property; he will not commit nor permit to be committed any deterioration of the property; he will not remove nor demolish any building or improvement on the property; nor will he cut or remove wood from the farm nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other minerals without the consent of mortgagee, and will promptly carry out the repairs on the property that the mortgagee may request from time to time. Mortgagor shall comply with such farm conservation practices and farm and home management plans as mortgagee from time to time may prescribe.

(Ten) If this mortgage is given for a loan to a farm owner as identified in the regulations of the Farmers Home Administration, mortgagor will personally operate the property with his own and his family labor as a farm and for no other purpose and will not lease the farm or any part of it unless mortgagee agrees in writing to any other method of operation or lease.

(Eleven) To submit in the form and manner mortgagee may require information as to his income and expenses and any other information in regard to the operation of the property, and to comply with all laws, ordinances, and regulations affecting the property or its use.

(Twelve) Mortgagee, its agent's and attorneys, shall have the right at all reasonable times to inspect and examine the property for the purpose of ascertaining whether or not the security given is being lessened or impaired, and if such inspection or examination shall disclosure, in the judgment of mortgagee, that the security given is

being lessened or impaired, such condition shall be deemed a breach by the mortgagor of the convenants of this mortgage.

(Thirteen) If any other person interferes with or contests the right of possession of the mortgagor to the property, the mortgagor will immediately notify mortgagee of such action, and mortgagee at its option may institute the necessary proceedings in defense of its interest, an any costs or expenditures incurred by mortgagee by said proceedings will be charged to the mortgage debt and considered by this mortgage within the additional credit of the mortgage clause for advances, expenditures and other payments.

(Fourteen) If the mortgagor at any time while this mortgage remains in effect should abandon the property or voluntarily deliver it mortgagee, mortgagee is hereby authorized and empowered to take possession of the property, to rent and administer the same and collect the rents, benefits, and income from the same and apply them first to the costs of collection and administration and secondly to the payment of the debt evidenced by the note or any indebtedness to mortgagee hereby guaranteed, in what ever order and manner mortgagee may determine.

(Fifteen) At any time that mortgagee determinates that mortgagor may be able to obtain a loan from a credit association for production a Federal Bank or other responsible source, cooperative or private, at a rate of interest and reasonable periods of time and purposes, mortgagor, at mortgagee's request will apply for and accept said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Sixteen) Should default occur in the performance or discharge if any obligation secured by this mortgage, or should mortgagor, or any one of the persons herein called mortgagor, default in the payment of any amounts or violate or fail to comply with any clause, condition, stipulation, covenant, or agreement contained herein, or in any supplementary agreement, or die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, or should the property or any part thereof or interest therein be assigned, sold, leased, transferred, conveyed, or encumbered voluntarily or otherwise, without the written consent of mortgagee, mortgagee is irrevocably authorized and empowered, at its option, and without notice: (One) to declare all amounts unpaid under the note, and any indebtedness to the mortgagee secured hereby, immediately due and payable and to foreclose this mortgage in accordance with law and the provisions hereof; (Two) to incur and pay reasonable expenses for the repair and maintenance of the property and any expenses and obligations that mortgagor did not pay as agreed in this mortgage, including taxes, assessments, insurance premium, and any other expenses or costs for protection and preservation of the property and this mortgage, or for compliance with any of provisions of this mortgage; and (Three) request the protection of the law.

(Seventeen) Mortgagor will pay, or reimburse mortgagee for all necessary expenses for the fulfillment of the covenants and agreements of this mortgage and of the note and of any supplementary agreement, including the costs of survey, evidence of title, court costs, recordation fee and attorney's fees.

(Eighteen) Without in any manner affecting the right of the mortgagee to require and enforce performance at a subsequent date of the same, similar or other covenant,

agreement obligation herein set forth, and without affecting the liability of any person for payment of the note or any indebtedness secured hereby, and without affections the lien created upon said property or the priority of said lien, the mortgagee is hereby authorized and empowered at any time (one) waive the performance of any covenant or obligation contained herein or in the note or any supplementary agreement; (two) deal in any way with mortgagor or grant to mortgagor any indulgence or forbearance or extension of the time for payment of the note (with the consent of the holder of the note when it is held by an insured lender) or for payment of any indebtedness to mortgagee hereby secured; or (three) execute and deliver partial releases of any part of said property from the lien hereby created or grant deferment or postponement of this mortgage to any other lien over said property.

(Nineteen) All right, title and interest in or to this mortgage, including but not limited to the power to grant consents, partial releases, subordination's, and satisfaction, shall be vested solely and exclusively in mortgagee, and no insured lender shall have any right, title or interest in or to the lien or any benefits herein contained.

(Twenty) Default hereunder shall constitute default under any other real estate or crop or chattel mortgage held or insured by mortgagee and executed or assumed by mortgagor, and default under any such other security instrument shall constitute default hereunder.

(Twenty-One) All notices to be given under this mortgage shall be sent by certified mail unless otherwise required by law, and shall be addressed until some other address is designated in a notice so given, in the case of mortgagee to Farmers Home Administration, United States Department of Agriculture, San Juan, Puerto Rico, an in

the case of mortgagor to him at the post office address of his residence as stated hereinafter.

(Twenty-Two) Mortgagor by these presents grants to mortgagee the amount of any judgment obtained by reason of condemnation proceedings for public use of the property or any part thereof as well as the amount of any judgment for damages caused to the property. The mortgagee will apply the amount so received to the payment of costs incurred in its collection and the balance to the payment of the note and any indebtedness to the mortgagee secured by this mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEVENTH: That for the purpose of the first sale to be held in case of foreclosure of this mortgage, in conformity with the mortgage law, as, amended, mortgagor does hereby appraise the mortgaged property in the amount of FORTY ONE THOUSAND DOLLARS (\$41,000.00)

EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be considered in default without the necessity of any notification of default or demand for payment on the part of mortgagee. This mortgage is subject to the rules an regulations of the Farmers Home Administration now in effect, and to its future regulations not inconsistent with provisions of this mortgage, as well as to the laws of the Congress of the United States of America authorizing the making and insuring of the loan herein before mentioned.

NINTH: The amounts guaranteed by this mortgage are as follows:

One. At all times when the note mentioned in paragraph THIRD of this mortgage is held by mortgagee, or in the event mortgagee should assign this mortgage without Insurance of the note, **FORTY ONE THOUSAND** DOLLARS (\$41,000.00). The principal amount of said note, together with interest as stipulated therein at the rate of <u>nine</u> percent (9%) per annum;

Two. At all times when said note is held by an insured lender:

- (A) FORTY ONE THOUSAND DOLLARS (\$41,000.00) for indemnifying the mortgagee for advances to the insured lender by reason of mortgagor's failure to pay the installments as specified in the note, with interest as stated in paragraph SIXTH, Three;
- (B) SIXTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$61,500.00) for indemnifying the mortgagee further against any loss it might sustain under its insurance of payment of the note;

Three. In any event and at all times whatsoever:

- (A) SIXTEEN THOUSAND FOUR HUNDRED DOLLARS (\$15,400.00) default interests;
- (B) **EIGHT THOUSAND TWO HUNDRED DOLLARS (\$8,200.00)** for taxes, insurance and other advances for the preservation and protection of this mortgage, with interest at the rate stated in paragraph

SIXTH, Three;

- (C) FOUR THOUSAND ONE HUNDRED DOLLARS (\$4,100.00) for cost, expenses and attorney's fees in case of foreclosure:
- (D) THOUSAND ONE HUNDRED DOLLARS (\$4,100.00) for costs and expenditures incurred by the mortgagee in proceedings to defend its interests against any other

person interfering with or contesting the right of possession of mortgagor to the property as provided in paragraph (SIXTH, Thirteen.

TENTH: That the note(s) referred to in paragraph THIRD of this mortgage is (are) described as follows:

"Promissory note executed in case number sixty three dash thirty five, eight, two, seven, four, two, three, one, three (63-30-582742313) dated the fifteenth (15) day of November, nineteen hundred and seventy nine (1979 in the amount of FOUR THOUSAND ONE HUNDRED DOLLARS (\$4,100.00) of principal plus interest over the unpaid balance at the rate of nine (9%) percent per annum, until the principal is totally paid according to the terms, installments, conditions and stipulation contained in the promissory not and as agreed between the borrower and the Government, except that the final installment of the entire debt herein evidenced, if not sooner paid will be due and payable forty (40) years from the date of this promissory note. Said promissory note is given as evidence of a loan made by the Government to the borrower pursuant to the law of the Congress of the United States of America know as "Consolidated Farm and Rural Development Act of 1961or pursuant to "Title V of the Housing Act of 1949, as amended, and is subject to present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provision thereof. Of which description I, the authorizing Notary, SO ATTEST.

ELEVENTH: That the property object of this deed and over which voluntary mortgage is constituted, is described as follows:

LOT "A": RURAL: Located at Barrio Mameyes, place denominated LIMON of the municipality of Jayuya, Puerto Rico, devoted to coffee, bananas and pasture; composed of Four Cuerdas And Eighty Two Hundred; equal to one

hectare, eighty nine areas and forty three hundred area. In boundaries: by the NORTH, with Juan Bautista and Francisca Salgado; by the SOUTH, with José Batler and Joaquín Rodríguez Francisco; by the EAST, and WEST with lands of Loreto and Francisca Salgado.

On this lot of land there is a household residence".

Registered at Page one hundred (100), of Volume eighty one (81) of Jayuya, Lot Number Four Hundred Ninety One (491).

The above described property was acquired by purchase made from Doña Cruz López Clas, Ramona Nater López, Eugenio Nater López, Juan Náter López, as it appears on Deed Number 64, subscribed in Utuado, Puerto Rico, on May 22, 1951, before Notary Public Francisco R. Flores.

LOT "B"

LOT "B" RURAL: Located at Barrio Mameyes, place denominated Limon, of the municipality of Jayuya, Puerto Rico, comprised by Seven Acres Point Five Hundred, equivalent to Twenty Nine Thousand Two Hundred Eighty One Point Four Hundred Five Square Meters; devoted to coffee, bananas and pasture. In boundaries by the NORTH, with Joaquín Rodriguez Francisco; by the SOUTH, EAST and WEST by the land from which this parcel is segregated."

Registered at Property Registry, at Page Two hundred Thirty One (231) of Volume ten (10) of Jayuya, lot Number Four Hundred Eighty Nine (489).

Sellers acquired this real estate through purchase from spouses Don Rafael Bonilla Betancourt and Doña Adanivia Salgado, pursuant to Deed Number Fifty-two (52) subscribed in the city of Utuado, Puerto Rico, on June 9, 1978, before Notary Public Luis Pérez Matos.

Lot "C": RURAL C: Located at Barrio Mameyes, of the municipality of Jayuya, Puerto Rico, comprised by FIVE ACRES; with the following boundaries: By the NORTH, with Manuel Rodriguez; by the SOUTH with Luis Torres; by the EAST with David Rodriguez and by the WEST, with the

principal lot from which the property of Luis A. Torres Rodriguez is segregated.

Registered on the Property Registry of volume eighty seven (87), page One hundred Sixty five (165) of Jayuya, Lot number Five thousand One hundred eighty six (5, 186).

Borrower acquired the described property from Luis A. Torres Rodríguez and Blanca

Delia Rivera pursuant to Deed Number two hundred five (205) dated November

fifteen, nineteen seventy four (1974) executed in the city of Jayuya, Puerto Rico

before the undersign Notary Public Samuel R. Puig Magaz.

Said property is free, lease, free of liens and encumbered.

TWELFTH: The parties appearing in the present deed as

Mortgagors are Antonio Escobales Pagán and María M. Rivera, of legal age, married to each other, owners and resident of Jayuya, Puerto Rico whose postal address is: Box T-26, Jayuya, Puerto Rico, zip code zero, zero, six, six, four.

THIRTEENTH: The proceeds of the loan herein guaranteed were used or will be used for agricultural purposes and the construction and/or repair or improvement of the physical installations on the described farm(s).

FOURTEENTH: The borrower will personally occupy and use any structure constructed, improved or purchased with the proceeds of the loan herein guaranteed and shall not lease or use for other purposes said structure unless the Government so consents in writing. Violation of this clause as well as violation of any other agreement or clause herein contained will cause the debt to become due as if the whole term had elapsed

and the Government at its option may declare due and payable the loan and proceed to the foreclosure of the mortgage.

FIFTEENTH: This mortgage expressly extends to all construction or building existing on the farm(s) herein before described and all improvement, construction or building constructed on said farm(s) while the mortgage loan constituted in favor of the Government is in effect, made by the present owners or by their assignees or successors.

SIXTEENTH: The mortgagor by these presents hereby waives jointly and severally for himself and on behalf of his heirs, assignees, successors or representatives, in favor of mortgagee (Farmers Home Administration) any Homestead right (Homestead) that presently or in the future may be constructed; this waiver being permitted in favor of the Farmers Home Administration by Law Number Thirteen (13) of the twenty-eight of May, nineteen hundred sixty-nine (1969) (31 L.P.R.A. 1851).

SEVENTEENTH: Mortgagee and mortgagor agree that any stove, oven, water heater, purchased or financed completely or partially with funds of the loan herein guaranteed, will be considered and understood to form part of the property encumbered by this Mortgage.

EIGHTEENTH: The structure, the amount of the loan shall be used for the purchase of the properties aforementioned described in paragraph ELEVENTH of this deed under letters "A" and "B".

NINETEENTH: That appearing parties also state in this deed since the loan is for agricultural purposes they have agreed not to distribute the responsibility between the lots-encumbered and therefore all will respond jointly and severally of the debt,

principal, interest cost and other credits guaranteed by this deed; all of it pursuant to

Article One Hundred Nineteen of the new Mortgage Act; as amended by Act Number

Seventy Nine of June twenty five of nineteen hundred sixty nine.

TWENTIETH: This instrument guarantees the rescue or recoup of any credit for interest

or subsidy that can be granted to the loaners by the Government according to Title

Forty Two of the United States Code, Section One Thousand Four Hundred Ninety -A

(42U.S.C. 1490-A).

TWENTY FIRST: Any improvements, construction or edification during the

aforementioned duration must be constructed with prior authorization in writing of the

mortgage creditor, according to the present regulations and future ones enacted by

federal and local law not inconsistent or incompatible with present law governing these

type of loans.

ACCEPTANCE AND CLOSING

SUCH IS THE DEED that the appearing parties accept finding it drafted to their entire

satisfaction and according to their instructions preceding I the Notary Public, to make

the pertinent legal warnings.

HAVING READ the present deed to the appearing parties after having advised

them of their right to read it by themselves, and to have witnesses, which they waived,

stating being well informed of their contents and they ratify the same, signing it at the

bottom of this deed and stamping their initials on each page, as well as all the rest I

refer to or assure of this document, I the Notary Public SO ATTEST.

SIGNED: ANTONIO ESCOBALES PAGAN AND MARIA M. RIVERA

(Seal illegible)

Handwritten note reads:

"Registered this document where it is indicated at the margin of the description of each one of the lot #491 encumbered by usufruct on behalf of Cruz Lopez lot # Illegible encumbered by a mortgage of \$8,000.00 and \$1,500.00 on behalf of the United States of America and the three lots are affected by the mortgage that is comprised in this document. Utuado, at November 26, 1979.

(Signed by the Registrar) 2/27/81



	ESCRITURA NUMERO DOSCIENTOS NUEVE
	REAMORTIZACION Y MODIFICACION DE HIPOTECA
	En la Ciudad de Jayuya, Puerto Rico, a los diez y
	nueve dias de el mes de octubre de mil novecientos
	noventa y cuatro
	ANTE MI
	MIGUEL TORRES MALDONADO, Abogado y Notario Público-
	de Puerto Rico, con residencia, vecindad y estudio-
	abierto en esta Ciudad de Utuado, Puerto Rico
	COMPARECEN
ı	DE LA PRIMERA PARTE:-Los esposos ANTONIO ESCOBALES-
1	PAGAN Y MARIA MAGDALENA RIVERA CASTELLANO, mayores-
ı	de edad, agricultor él, ama de casa ella y vecinos-
	de Jayuya, Puerto Rico, Seguro Social números
	у
	DE LA SEGUNDA PARTE:-LOS ESTADOS UNIDOS DE AMEIRCA,
	DE LA SEGUNDA PARTE. COO COMPOST
-	actuando por conducto y a través de la Administra
	actuando por conducto y a través de la Administra ción de Hogares de Agricultores, a tenor con laa disposiciones de las Leyes del Congreso tituladas
- Annual Colonia Colon	actuando por conducto y a través de la Administra ción de Hogares de Agricultores, a tenor con laa disposiciones de las Leyes del Congreso tituladas "Consolidated Farmers Home Administration Act of
//s	actuando por conducto y a través de la Administra ción de Hogares de Agricultores, a tenor con las disposiciones de las Leyes del Congreso tituladas "Consolidated Farmers Home Administration Act of
	actuando por conducto y a través de la Administra ción de Hogares de Agricultores, a tenor con laa disposiciones de las Leyes del Congreso tituladas "Consolidated Farmers Home Administration Act of 1961" y/o Ley de Hogares de 1949, según ha sido mendadas, con oficinas principales en Washington,
	actuando por conducto y a través de la Administra ción de Hogares de Agricultores, a tenor con laa disposiciones de las Leyes del Congreso tituladas "Consolidated Farmers Home Administration Act of 1961" y/o Ley de Hogares de 1949, según ha sido benendadas, con oficinas principales en Washington, prito de Columbia, Estados Unidos de América,
	actuando por conducto y a través de la Administra- ción de Hogares de Agricultores, a tenor con laa disposiciones de las Leyes del Congreso tituladas "Consolidated Farmers Home Administration Act of 1961" y/o Ley de Hogares de 1949, según ha sido benendadas, con oficinas principales en Washington, Distrito de Columbia, Estados Unidos de América, representado en este acto por don FELIPE ORTIZ,
	actuando por conducto y a través de la Administra- ción de Hogares de Agricultores, a tenor con laa disposiciones de las Leyes del Congreso tituladas "Consolidated Farmers Home Administration Act of 1961" y/o Ley de Hogares de 1949, según ha sido condadas, con oficinas principales en Washington, Distrito de Columbia, Estados Unidos de América, representado en este acto por don FELIPE ORTIZ, mayor de edad, casado, empleado y vecino de Jayuya,
	actuando por conducto y a través de la Administra- ción de Hogares de Agricultores, a tenor con laa disposiciones de las Leyes del Congreso tituladas "Consolidated Farmers Home Administration Act of 1961" y/o Ley de Hogares de 1949, según ha sido vendadas, con oficinas principales en Washington, por rito de Columbia, Estados Unidos de América, representado en este acto por don FELIPE ORTIZ, mayor de edad, casado, empleado y vecino de Jayuya, uerto Rico, Seguro Social número
	actuando por conducto y a través de la Administra- ción de Hogares de Agricultores, a tenor con laa disposiciones de las Leyes del Congreso tituladas "Consolidated Farmers Home Administration Act of 1961" y/o Ley de Hogares de 1949, según ha sido amendadas, con oficinas principales en Washington, biblicito de Columbia, Estados Unidos de América, representado en este acto por don FELIPE ORTIZ, major de edad, casado, empleado y vecino de Jayuya, uerto Rico, Seguro Social número su carácter de Supervisor Local de la Administra
	actuando por conducto y a través de la Administra- ción de Hogares de Agricultores, a tenor con laa disposiciones de las Leyes del Congreso tituladas "Consolidated Farmers Home Administration Act of 1961" y/o Ley de Hogares de 1949, según ha sido vendadas, con oficinas principales en Washington, prito de Columbia, Estados Unidos de América, representado en este acto por don FELIPE ORTIZ, mayor de edad, casado, empleado y vecino de Jayuya, uerto Rico, Seguro Social número

cuyas facultades para este acto constan de la dele-gacion de poder conferida por el Administrador de--la Administración de Hogares de Agricultores, y----cuyas facultades constan debidamente acreditadas enel Registro de la Propiedad.---------DOY FE-----Del conocimiento personal de los comparecientes y -por sus dichos con relación a su edad, estado----civil, profesión y vecindad. Asegura tener y a mi-juicio tienen la capacidad legal necesaria para---este otorgamiento y en tal virtud, libremente---------EXPONEN-----PRIMERO:-Que los comparecientes de la primera parteson dueños en pleno dominio de las siguientes----propiedades:-----"A" RUSTICA:-Situada en el Barrio Mameyes, lugar---denomindado Limán, del tármino municipal de Jayuya,-Puerto Rico, dedicada a cafá, guineos y pastos, com-puesta de CUATRO CUERDAS Y OCHENTA Y DOS CENTIAREAS-IGUALES a una hectárea, ochenta y nueve áreas y cuarenta y tres centiáreas. En LINDES:-por el Norte,-con Juan Bautista y Francisca Salgado; por el Sur,-con José Batler y Joaquín Rodríguez Francisco; por-el Este y Oeste, con tierras de Loreto y Francisca--Salgado".------Inscrita al folio cien (100) del tomo ochenta y--uno (81) de Jayuya, finca número cuatrocientos ---noventa y uno (491).-------Enclava en dicha propiedad una casa de vivienda.--"B" RUSTICA:-Radicada en el Barrio Mameyes, lugar--denominado Limón, del término municipal de Jayuya,--Puerto Rico, compuesta de SIETE CUERDAS PUNTO CUA--TROCIENTOS CINCUENTA CENTESIMAS DE OTRA, equivalen-tes a VEINTINUEVE MIL DOSCIENTOS OCHENTA Y UNO-----PUNTO CUATROCIENTOS CINCO METROS CUADRADOS, dedicado a café, guineos y pastos. En LINDES:-por el Norte,-con Joaquín Rodríguez Francisco; por el Sur, Este y-Deste, con tierras de la cual esta parcela es segregación".------Inscrita al folio doscientos treinta y nueve (239)-del tomo diez (10) de Jayuya, finca número cuatro---LA PAG qientos ochenta y nueve (489).-----STRUNDO:-Adquirieron los comparecientes de la primera parte las propiedades antes descritas mediante--la/escritura pública número doscientos cincuenta y--

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(257) otorgada en Jayuya, Puerto Rico el díasiete quince de noviembre de mil novecientos setenta y nue ve ante el Notario Público Samuel R. Puig Magaz.----TERCERO:-Las antes descritas propiedades se hallan-afectas a la siguiente hipoteca:-----1) Hipoteca en garantía de pagaré a favor de los----Estados Unidos de América por la suma principal de---Cuarenta y Un MiL Dólares (\$41,000.00) constituído-el dia quince de noviembre de mil novecientos setenta y nueve en la Ciudad de Jayuya, Puerto Rico y---mediante la escritura ppublica número doscientos---cincuenta y ocho (258) suscrita ante el Notario----Samuel R. Puig Magaz, con vencimiento en cuarenta---(40) años de su otorgamiento y devengando interesesa razón del nueve por ciento (9%) anual.-------Esta hipoteca había sido modificada el día diez ynueve de septiembre de mil novecientos ochenta y---cinco mediante la escritura pública número veinti--siete (27) otorgada en Jayuya, Puerto Rico ante el--Notario Público Rubén Hernández Rosario. Posteriormente esta hipoteca fue nuevamente reamortizada el-día catorce de enero de mil novecientos noventa y--tres a la suma de Cuarenta y Seis Mil Ochocientos---Treinta Dólares con Treinta y Un Centavos ------(\$46,830.31) intereses al cinco y un cuarto por---ciento anual (5.25%) y su fecha de vencimiento al--día diez y nueve de septiembre de mil novecientos-ochenta y cinco, mediante la escritura pública número siete (7) otorgada en Jayuya, Puertro Rico el día catorce de enero de mil novecientos noventa y tres-ànte el Notario Público Miguel Torres Maldoando.-----¿ÚATRO:-Que la Administración de Hogares de Agricul-tores representado por el compareciente de la segunda pate y los comparecientes de la primera parte han--acordado MODIFICAR nuevamente la hipoteca constituídasobre las propeiddes relacionadas anteriormenta y----

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las subsiguientes reamotizaciones de la siguiente--forma:------1) Se reamortiza esta hipoteca a los efectos de--que el principal de la misma sea la suma de Cincuenta Mil Quinientos Ochenta y Cinco Dálares con Cuarentay Ocho Centavos (\$50,585.48) en vez de Cuarenta y---Seis Mil Ochocientos Treinta Dólares con Treinta y--Un Centavos (\$46,830.31) como fue últimamente reamor tizada.-------b) Se modifica esta hipoteca para que la suma de--Cincuenta Mil Quinientos Ochenta y Cinco Dólares---con Cuarenta y Ocho Centavos (\$50,585.48) sea la---nueva tasación de esta propiedad a los fines de la-primera subasta que deba celebrarse en caso de ejecu ción.------c) Se modifica esta hipoteca para que la misma sea satisfecha mediante los siguientes pagos diferidos:----1) Los deudores no efectuarán pago alguno desde--el dia primero de enero de mil novecientos noventa y cinco hasta el día primero de enero del año mil novecientos noventa y nueve. Luego efectuarán pagos---anuales de Cuatro Mil Ochocientos Cincuenta y Dos---Dólares (\$4,852.00) comenzando el día primero de--enero del año dos mil y así sucesivamente hasta el-pago final que vencerá a los veinticuatro años de--esta modificación.-----QUINTO:-En este acto el compareciente de la segundaparte me muestra a mí el Notario el pagaré originala, que se ha hecho referencia y una vez identificadopor mi el Notario procedo a anexarle adherido al---mismo una nota que les como sigue:-------"El importe de este pagaré y la hipoteca que lo---garantiza reamortizado nuevamente el día diez y nueve de octubre de mil novecientos noventa y cuatro,-asciende a la suma de Cuarenta y Dos Mil Seiscientos no han sido cambiadas o modificadas en este acto,--quedarán válidas y subsistentes.-----NOVENO:-Las partes solicitan del Registro de la Propiedad que se sirva inscribìr en su dia esta reamortización y modificación de hipoteca.-------Los comparecientes aceptan esta escritura en la--forma redactada por hallarla conforme a lo convenido. --Les hice las advertencias de Ley pertinentes al--otorgamiento y previa lectura que de la misma hice-a los comparecientes en alta voz, la encontraron---conforme y en su contenido se ratifican firmándola-ante mi todos, excepto don Antonio Escobales Pagán,quien alega no saber firmar y procede a estampar las huellas digitales de ambos dedos pulgares en todos-los folios de esta escritura y a sus ruegos y como-testigo firma doña Brunilda Jaume Torres,----quien es mayor de edad, soltera por divorcio,----empelada y vecino de Jayuya, Puerto Rico,-----\_ quien estampa----Seguro Social número sus inicialesen todos los folios de esta escritura,de todo lo cual y de cuanto contiene este instrumento público, Yo, El Notario, DOY FÉ.----

FIRMADO: - ANTONIO ESCOBALES PAGAN. -----FIRMADO:-MARIA MAGDALENA RIVERA CASTELLANO.-----FIRMADO:-FELIPE ORTIZ.---FIRMADO:- BRUNILDA JAUME TORRES.---FIRMADO, SIGNADO, RUBRICADO Y SELLADO, MIGUEL TORRES MALDONDO, NOTARIO PUBLICO.-----Cancelados en el original y en la copia certificada de esta escritura el correspondiente sello del---Impuesto Notarial del Colegio de Abogados de Puerto---Estampadas en todos y cada uno de los folios del--original las iniciales del (los) otorgantes y la---rúbrica del Notario.------CERTIFICO:-Que la que precede es primera copia certificada de su original que bajo el número 209 obra-en mi protocolo de instrumentos públicos al cual me--remito y para entregar a farmers Home Administration-expido la presente en Jayuya, Puerto Rico, hoy día-de su otorgamiento. Esta escritura consta de 06---folios. NOTARIO PUBLICO Trovita alle ande se indica al margen de lada una de las de-Prepatines de las sincas. a De Dollicas en acromtia Movimbre de 1994.

**EXHIBIT 3A** 

# **CERTIFIED TRANSLATION**

# MIGUEL TORRES MALDONADO ATTORNEY - NOTARY PUBLIC

Doctor Cueto #87

Utuado, Puerto Rico

Telephone 894-3100

Presented 270 Diary 265 Time 1:35 Date Nov 3, 94 Utuado Registry

# NUM 209 DEED OF REAMORTIZATION OF MORTGAGE LOANS AND MORTGAGE MODIFICATION

Granted by

DON ANTONIO ESCOBALES PAGAN AND HIS WIFE DONA MARIA MAGDALENA RIVERA CASTELLANOS

On Behalf of

In Jayuya Puerto Rico, on 19 th of October of 1994

(Handwritten at he bottom "4.82 acres #491, 7.450 acres #489")

Copy

# DEED NUMBER TWO HUNDRED NINE

#### REAMORTIZATION OF MORTGAGE LOAN AND MORTGAGE MODIFICATION

In the city of Jayuya, Puerto Rico, on the nineteenth day of October of nineteen
hundred ninety three
BEFORE ME

---MIGUEL TORRES MALDONADO, Attorney and Notary Public of Puerto Rico with residence, domicile and offices in the city of Utuado, Puerto Rico.

---ON THE FIRST PART: ANTONIO ESCOBALES PAGAN, and his wife, MARIA

#### ---APPEARING-

#### ATTEST

Of knowing personally the appearing parties and form their statements, which I judge to be true, also of their age, status, occupation and domicile; they assure me that they

have and to my knowledge they do, the legal capacity necessary for the present			
granting and in virtue thereof they freely:			
STATE			
FIRST: That the appearing first party, are the fee simple owners of the following real			
estate properties:			
"RURAL A: Located at Barrio Mameyes, place			
denominated LIMON. Of the municipality of Jayuya, Puerto			
Rico dedicated to coffee, bananas and pasture; comprised			
by FOUR AREAS AND EIGHTY TWO HUNDREDTHS;			
equal to one hectare, eighty-nine areas and forty-hundredths			
area. In boundaries: by the NORTH, with Juan Bautista and			
Francisca Salgado; by the SOUTH, with José Batler and			
Joaquín Rodríguez Francisco; by the EAST, and WEST with			
lands of Loreto and Francisca Salgado."			
Registered on Page One Hundred (100), of Volume Eighty One (81) of Jayuya, Lot			
Number Four Hundred Ninety One (491)			
On this lot of land there is a household residence. —			
(Handwritten at margin; "page 234 back, volume 119 of Jayuya, 23 <sup>TH</sup> registration, lot			
# 491")			
On said property there is a house now being used for housing.			
"RURAL B: Located at Barrio Mameyes, place			
denominated Limon, of the municipality of Jayuya, Puerto			
Rico, comprised by SEVEN CUERDAS POINT FIVE			

HUNDREDTHS, equivalent to TWENTY NINE THOUSAND TWO HUNDRED EIGHTY ONE POINT FOUR HUNDRED FIVE SQUARE METERS; devoted to coffee, bananas and pasture. In boundaries by the NORTH, with Joaquin Rodriguez Francisco; by the SOUTH, EAST and WEST by the land from which this parcel is segregated."

eighty five through public deed number twenty seven (27) subscribed in Jayuya, Puerto Rico before Notary Public Ruben Hernandez Rosario. Later on it was again re-

amortized the fourteenth of January of nineteen hundred ninety three, to the amount of Forty Six Thousand Eight Hundred Thirty Dollars and Thirty One Cents (\$46, 830.31) interests at five and a quarter (5.25%) and its due date at the nineteenth of September of nineteen hundred eighty five, through public deed number seven (7) subscribed in Jayuya, Puerto Rico the fourteenth of January of nineteen hundred ninety three before Notary Public Miguel Torres Maldonado. -----FOURTH: that the Farmers Home Administration represented by the appearing Second Party and the First Party have agreed to MODIFY again the mortgage over the properties aforementioned and subsequent re-amortizations of the following manner: -----a) The Mortgage is re-amortized to the effects that the principal be Fifty Thousand Fifty Hundred Eighty Five Dollars and Forty Eight Cents (\$50,585.48) instead of Forty Six Thousand Eight Hundred Thirty Dollars and Thirty One Cents (\$46,830.31) as it was lately re-amortized. --b) This mortgage is modified so that the sum of Fifty Thousand Fifty Hundred Eighty Five Dollars and Forty Eight Cents (\$50,585.48) be the new appraisal of the property for the purpose of the first auction in case of foreclosure.—————— --c) This mortgage is modified so it can be repaid in the following payments:-------1) The debtors shall not make any payments from the First of January of nineteen hundred ninety five until January first of nineteen hundred ninety nine. Later they will make annual payments of Four Thousand Eight Hundred Fifty Two Dollars (\$4,852.00) starting the first of January of the year two thousand and so on successively until the final payment that will be due twenty four years after this modification. -----

FIFTH: In this act the appearing second party showed me the Notary Public the original promissory note to which I made reference and once identified by me the Notary Public, I proceeded to inscribed on it the following note: ------- "The amount of this promissory note and the mortgage that guarantees it re-amortized again on October nineteenth nineteen hundred ninety four, amounts to Forty Two Thousand Six Hundred Thirty Two Dollars and Fifty Two Cents (\$42,632.52) of principal and Seven Thousand Nine Hundred Fifty Two Dollars and Ninety Six Cents (\$7,952.96) as accrued interest as of this for a total of Fifty Thousand Five Hundred Eighty Five Dollars and Forty Eight Cents (\$50,585.48) which amount shall will be re-amortized and will be paid in deferred payments without the debtors making any payments from the first of January of nineteen hundred ninety until January first nineteen hundred ninety nine. Later they will make annual payments of Four Thousand Eight Hundred Fifty Two Dollars (\$4,582.00) starting the first of January of two thousand as so on successively until the final payment that will be due twenty four years after this modification, earning interest at a rate of five percent (5%) annually as stated in public deed Number Two Hundred Nine (209). -----as granted in Jayuya, Puerto Rico the nineteenth of October of nineteen hundred ninety four before the Notary Public Miguel Torres Maldonado.----SIXTH: Since it is a loan of limited resources as indicated in the promissory note, the Government can change the interest rate, according to the regulations of the Farmer's Home Administration. -----SEVENTH: The appearing first party manifests their personal knowledge as to each and every obligation clause and stipulations contained or mentioned in the Deed of

Mortgage related in Third paragraph, and in this act clearly, bind them to comply with
each and every one of them
EIGHTH: At the same time all the clauses and conditions expressed in the original
mortgage deed that have not been changed hereby, will remain valid and subsequent
NINTH: The parties requests of the Real Estate Property Registrar to register today on
its day this re-amortization and modification of mortgage
The appearing parties accept the present deed in the manner drafted finding it
conforming to what they have agreed
I, made the pertinent legal warnings at the granting and having previously read to
everybody out loud, they find it conforming in its content and they ratify the same by
signing it before me with the exception of DON ANTONIO ESCOBALES PAGAN, who
says he cannot sign, and proceeds to stamp both thumbs in each and every page of this
deed, and by asking as instrumental witness, Brunilda Jaume Torres, of legal age,
single by divorce, Social Security Number employee and domiciled in
Jayuya, Puerto Rico, who affix his initials on each and every page of this deed, of all
what it is stated in this Public Instrument, I the NOTARY SO ATTEST
SIGNED: ANTONIO ESCOBALES PAGAN
SIGNED: MARIA MAGDALENA RIVERA CASTELLANO
SIGNED: FELIPE ORTIZ
SIGNED: BRUNILDA JAUME TORRES
Signed, flourished and sealed: MIGUEL TORRES MALDONADO ATTORNEY NOTARY
PUBLIC

Exempt

Doris M. de Figueroa

(Signed and Sealed) Registrar

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Forma FmHA 1940-17 (S) (Rev. 11-1-78).	•	
a Cp h	<b>≠</b> -	CLASE DE PRESTAMO
DEPARTAMENTO DE AGI	RICULTURA DE ESTADOS UNIDOS	Tipo:
ADMINISTRACION DE	HOGARES DE AGRICULTORES	De acuerdo a:
1	PAGARE	Consolidated Farm & Rural Development Act     Emergency Agricultural Credit Adjustment Act of 1978
Nombre Antonio ESCOB	ALES PAGAN	ACCION QUE REQUIERE PAGARE:
Estado PUERTO RICO	Oficina JAYUYA X	☐ Préstamo Inicial ☐ Nuevo Plan de Pago ☐ Préstamo Subalguiente ☐ Reamortización ☐ Consolidación y préstamo ☐ Venta a Crédito
Caso Núm.	Fecha ABRIL 18, 1984	subsiguiente Pagos Diferidos Consolidación
pagaremos a la orden de Esta Agricultores del Departamento cesionario en su oficina en	dos Unidos de América, actuando por co o de Agricultura de los Estados Unidos ( JAYUYA, P	ro co-deudor mancomunada y solidariamente nducto de la Administración de Hogares de denominado en adelante el "Gobierno") o su UERTO RICOCINCO MIL
		•
		más intereses sobre el principal adeudado al
-nDIEZ Y	TRES CUARTOS POP	CIENTO ( 10.75 %) anual. Si este pagaré
•		
CAMBIAR EL PORCIENTO Agricultores, no más frecuent anticipación a su última direcci	DE INTERES, de acuerdo con los regla e que trimestralmente, notificando por c	erior "Clase de Préstamo"), el Gobierno puede amentos de la Administración de Hogares de orreo al Prestatario con treinta (30) días de der el porciento de interés más alto establecido ra el tipo de préstamo arriba indicado.
Principal e intereses serán pa interés diferente, en o antes de	gados en plazos, según indicad las siguientes fechas:	o abajo, excepto si es modificado por un tipo de
\$	en enero 1, 19 ; \$	en enero 1, 19; en enero 1, 19; en enero 1, 19;
\$	en enero 1, 19 ; \$	en enero 1, 19 ; en enero 1, 19 ;
vs 618.00	subsiguientemente e	en enero 1 de cada año hasta que el principal
e intereses sean completamen anteriormente, vencerá y será r	ite pagados excepto que el plazo final de pagadero en <u>20</u> años de la fecha de e	la deuda aquí evidenciada, de no ser pagada ste pagaré y excepto que se podrán hacer pagos respaldará cualquier convenio modificando el
solicitado por el Prestatario y adelanto es solicitado para un adelanto desde su fecha actual autoriza al Gobierno a anotar	aprobado por el Gobierno. La aprobación propósito autorizado por el Gobierno. Se a como se demuestra en el Registro de Adel la(s) cantidad(es) y fecha(s) de tal(es) adel	
En cada pagaré reamortizad instrumento deberán ser sum evidenciado por este instrume	nados al principal y ese nuevo principal	go, los intereses acumulados a la fecha de este acumulará intereses a razón del porciento

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la

fecha efectiva del pago y después al principal.

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en el mismo. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construída, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o un "Nuevo Plan de Pago" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar un nuevo plan de pago pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE	INTERESES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCE
VALUE DEL LAGARE	~	10		,19
Aprilaria de de la compania de la c	<u> </u>	113		,19
<b>B</b>	%	.19		,19
	%	,19		i
	96	,19		
	1 - ~ ~ 1 - ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	.19		,1
·	<del>                                     </del>	.19		,1
B	<del>%</del>	110		,1
\$.	%	,19	<u> </u>	

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o nuevo plan de pago. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO: Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farmand Rural Development Acto el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados,

Su	Marca
ANTONIO ESCOBALES PAGAN	(Prestatario)
MARIA A. RIVERA	
MARIA A. RIVERA	(Prestatario)
BUZON T-26, JAYUYA, PR	00664

	2	REGISTRO D	E ADELANTOS		
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$ 5,000.00	04-18-84	\$		\$	
\$		\$		8	
\$	l,	\$		\$	
\$		\$		\$	
<del></del>	<del>*************************************</del>	***************************************	TOTAL	\$5,000.00	

El importe de este pagaré y la hipoteca que lo garantiza, reamortizado al diecinueve de septiembre de mil novecientos ochenta y cinco, dió un saldo deudor montante a CINCO MIL TRESCIENTOS OCHENTA DOLARES CON VEINTE CENTAVOS (\$5,380.20), con intereses a razón del DIEZ Y TRES CUARTOS POR CIENTO (10.75%) anual, la cual devengará intereses a razón del CINCO Y UN CUARTO POR CIENTO (5.25%) anual y al cual habrá de ser pagada en la siguiente forma: OCHENTA Y UN DOLARES (\$81.00) en o antes del primero de enero de mil novecientos ochenta y seis y CUATROCIENTOS CINCUENTA Y CUATRO DOLARES (\$454.00) en o antes del primero de enero de cada año subsiguientemente, excepto el pago final de la deuda que se hará en o antes del diecinueve de septiembre del año dos mil cinco, según resulta de la Escritura Número Ciento Cuarenta (140), de fecha diecinueve de septiembre de mil novecientos ochenta y cinco, otorgada en la ciudad de Jayuya, Puerto Rico, ante el Fedatario, DOY FE.

En Jayuya, Puerto Rico, hoy die inueve de septiembre de mil novecientos ochenta y cinco.

### ANEJO "A"

--El importe de este pagaré y la hipoteca que lo garantiza, reamortizado al día veintidós de febrero de mil novecientos noventa, dió un saldo deudor montante a Cuatro Mil Ochocientos Treinta y Ocho Dólares con Noventa y Dos Centavos (\$4,838.92) de principal, que devengará intereses a razón del cinco por ciento (5.00%) anual, y la suma de Doscientos Ochenta y Tres Dólares con Noventa y Siete Centavos (\$283.97) por concepto de intereses no capitalizables los cuales no devengarán intereses, para un total de Cinco Mil Ciento Veintidós Dólares con Ochenta y Nueve Centavos (\$5,122.89), la cual deberá ser pagada en la siguiente forma:-La suma de Cuatrocientos Ochenta y Seis Dólares (\$486.00) en o antes del día primero de enero de mil novecientos noventa y uno, y la suma de Cuatrocientos Ochenta y Seis Dólares (\$486.00) en o antes del día primero de enero de cada año subsiguientemente, excepto el pago final que se hará en o antes del día veintidós de febrero del año dos mil cinco, según consta de la escritura número veintisiete (27), otorgada en Jayuya, Puerto Rico en esta misma fecha ante el Notario Fedante. DOY FE.

--En Jayuya, Puerto Rico, a veintidos de febrero noventa.

de mil novecientos

V/ 1

PUBEN HERNANDEZ ROSA NOTARIO PUBLICO!

Victoria el

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#### ANEXO B

Esta hipoteca garantiza entre otras, la propiedad inscrita al folio Sesenta y Cuatro (64), del tomo Noventa y Tres (93) de Jayuya, finca número Cinco Mil Cuatrocientos Cuarenta y Cinco (5445), cuya propiedad mediante la Escritura Número Ocho (8), de fecha veintiseis de febrero de mil novecientos noventa, se libera para todos los efectos legales de esta Hipoteca, en consideración al pago total de TRES MIL DOLARES (\$3,000.00) acreditados en su totalidad a la hipoteca de CUARENTA Y UN MIL DOLARES (\$41,000.00) que también garantizaba la referida propiedad, de la siguiente manera: DOS MIL TRESCIENTOS SETENTA Y SEIS DOLARES CON VEINTICUATRO CENTAVOS (\$2,373.24) a principal y SEISCIENTOS VEINTITRES DOLARES CON SETENTA Y SEIS CENTAVOS (\$623.76) de intereses, y en adición a los restantes TRES MIL DOLARES (\$3,000.00) que fueron usados para la siembra de DOS CUERDAS de café en las fincas A y B. DOY FE.

En Jayuya, Puerto Rico, hoy veintiseis de febrero de mil novecientos noventa.

Abogado-Notario

Abogado-Nota

"ANEJO A PAGAREFHIPOTECARIO POR LA SUMA DE \$5,000.00 CONSTITUIDO EL DÍA:18:DE ABRIL DE 1984 EN LA CIUDAD DE JAYUYA, PUERTO RICO, MEDIANTE LA ESCRITURA PUBLICA NÚMERO 52 ANTE EL NOTARIO FRANCISCO DELGADO MARTINEZ"

El importe de este pagará y la hipoteca que lo garantiza reamortizado nuevamente el día 19 de octubre de 1994, asciende a la suma de \$4,690.74 de principal y \$900.96 de intereses acumulados a esta fecha para un total adeudado de \$5,591.70 a cuya cantidad se reamortiza el mismo y que habrá de ser pagado en pagos anuales de \$725.00 comenzando el día 1 de enero de 1995 y así subsiguientemente hasta el pago final a los 10 años de esta reamortización, devengando intereses al 5% anual y todo según consta de la escritura pública número 206 otorgada en Jayuya, Puerto Rico el día 19 de octubre de 1994 ante el Notario Público Miguel Torres Maldonado.

miguel #orres maldonado notario publico



**EXHIBIT 4A** 

### **CERTIFIED TRANSLATION**

Form FmHA 1940-17(S) (Rev. 11-1-78)

### UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

### PROMISSORY NOTE

Name:		KIND OF LOAN	
ANTONIO ESCOBALES PAGAN		Type: FO	
State:	Office:		
Puerto Rico	Jayuya		Pursuant to:
Case no.:	Date:		
	APRIL 18, 198	4	☑ Consolidated Farm & Rural
			Development Act
			☐ Emergency Agricultural Credit
			Adjustment Act of 1978
ACTION REQUIRING NOT	E		
☑ Initial loan		Res	cheduling
☐ Subsequent loan ☐		Rea	mortization
☐ Consolidated & subsequent loan		Crec	lit sale
□ Consolidation		Defe	rred payments

 accordance with regulations of the Farmers Home Administration, not, more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 21 installments as indicated below, except as modified by a different rate of interest, on or before the followings dates

\$ 380.00	on <u>January</u> January		<u>on</u> January 1, 19
			January 1, 19
\$	January 	1, 19           \$ 	January 1, 19
\$	January	1, 19 \$	January 1, 19
\$	January	1, 19 \$	January 1, 19

And \$ 618.00 thereafter on January 1, of each year until the principal and interest are fully paid except that the final installment of the entire debtedness evidenced hereby, if not sooner paid shall, be due and payable 20 years from the date of this note, and except the prepayments may be made as provided below. The consideration for the note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the

end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to the principal and such new principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of schedule installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 C.F.R. 1861.2) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein. If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an

installment due date basis, shall be the date of the United State Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitle accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan (FO).

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

Code & Loan No.	Note Value	Interest Rate	Date	Original Borrower	Last install due
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			

Security instruments taken in connection with the loans evidenced by these described notes and this consolidating, rescheduling or reamortizing does not affect other related obligations. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING AGREEMENT. If at any time it shall appear to the Government that Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt, and default under any

such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This note is presented as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "King of Loan" block above. This note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentation, protest, and notice are hereby waived.

(SEAL)	ANTONIO ESCOBALES PAGAN (FINGERPRINTS)
	(BORROWER)
	(Sgd.) MARÍA M. RIVERA (Co- BORROWER)
	BOX T-26, JAYUYA, PR 00664

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 5,000.00	04-18-84	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	

The amount of this note and the mortgage guaranteeing it, re-amortized on September 19, 1985, came up with an outstanding balance of \$5, 380.20 with interest at a rate of 10.76% per year, which shall earn interests at a rate of 5.25% per year, which shall be paid in the following manner: \$81.00 on or before January 1, 1986, and the \$454.00 on or before January 1 of each subsequent year, except that the final payment which will become due and payable on September 19, 2005, as it appears on deed number 140, dated September 19, 1985, subscribed in Jayuya, Puerto Rico before the undersigned Notary Public. I SO ATTEST.

In Jayuya, Puerto Rico, today September 19, 1985.

(sgd.) FRANCISCO A. DELGADO MARTÍNEZ Notary Public (SEAL)

### **EXHIBIT "A"**

The amount of this note and the mortgage guaranteeing it, re-amortized on February 22, 1990, came up with an outstanding balance of \$4,838.92 in principal, which shall earn interests at a rate of 5% per year, and the amount of \$283.97 of non-capital interests, which shall not earn interests for a total of \$5,122.89, which shall be paid in the following manner: The amount of \$486.00 on or before January 1, on or before January 1 of each subsequent year, except that the final payment which will become due and payable on February 22, 2005, as it appears on deed number 27, subscribed in Jayuya, Puerto Rico on even date before the undersigned Notary Public. I SO ATTEST.

In Jayuya, Puerto Rico, today February 22, 1990.

(sgd.) RUBEN HERNÁNDEZ ROSARIO Notary Public (SEAL)

### **EXHIBIT B**

This mortgage guarantees, among other things, the real estate registered on page 64 of volume 93 of Jayuya, lot number 5445, which real estate through deed number 8, dated February 26, 1990, subscribe before the undersigned, is liberated for all legal purposes from this mortgage, in consideration of the total payment of \$3,000.00, fully credited to the mortgage of \$41,000.00 which also guaranteed said real estate, in the following manner: \$2,373.24 to the principal and \$623.76 to interests, and in addition, to the use of the balance \$3,000.00 for the seeding of TWO CUERDAS of coffee on Lots A and B. I SO ATTEST.

In Jayuya, Puerto Rico, today February 26, 1990.

(sgd.) FRANCISCO A. DELGADO MARTÍNEZ Notary Public (SEAL) ANNEX TO MORTGAGE NOTE ON BEHALF OF THE UNITED STATES OF AMERICA FOR THE PRINCIPAL AMOUNT OF \$5,000.00 CONSTITUTED ON APRIL 18, 1984, IN JAYUYA, PUERTO RICO, BEFORE NOTARY PUBLIC FRANCISCO DELGADO MARTÍNEZ AND THROUGH PUBLIC DEED NUMBER 52.

"The amount of the note and the mortgage guaranteeing it re-amortized on January 14, 1993, comes up to the principal amount of \$4,670.08 and \$508.45 as accrued interests as of this date for a total outstanding of \$5,178.53 to whose amount the same is re-amortized and which shall be paid in a first installment of \$585.00 each on January 1 of subsequent years up to a final payment which shall become due and payable on January 1, 2005, continuing earning interests at a rate of 5% per year as it all appear on public deed number 8, subscribed in Utuado, Puerto Rico on January 14, 1993 before Notary Public Miguel Torres Maldonado".

Jayuya, Puerto Rico, January 14, 1993

(sgd.) MIGUEL TORRES MALDONADO Notary Public (SEAL) ANNEX TO MORTGAGE NOTE IN THE AMOUNT OF \$5,000.00 CONSTITUTED ON APRIL 18, 1984 IN THE CITY OF JAYUYA, PUERTO RICO, BEFORE NOTARY PUBLIC FRANCISCO DELGADO MARTÍNEZ

The amount of this note and the mortgage guaranteeing it re-amortized once again on October 19, 1994 comes up to the amount of \$4,690.74 of principal and \$900.96 as accrued interests as of this date for a total debt of \$5,591.70, to which amount the same is re-amortized and that which shall be paid by yearly payments of \$725.00 starting on January 1, 1995 and so on until final payment which shall be due 10 years from this modification, earning yearly interest at a 5% rate and all as it appears on public deed number 206, subscribed in Jayuya, Puerto Rico, on October 19, 1994 before Notary Public Miguel Torres Maldonado.

(sgd.) MIGUEL TORRES MALDONADO Notary Public (SEAL)

FMHA Instruction 1951-T Exhibit A

# Addendum to the Promissory Note or Assumption Agreement for the Disaster Set-Aside Program

Date: November 23, 1999 Case Number: 63-30-582-74-2313

Name: Antonio Escobales Pagán

Promissory Note or Assumption Agreement:

Fund Code	Loan No.	Date	Amount
41	18	04-18-94	\$5,000.00

This addendum amends the above-described promissory note or assumption agreement to set forth the terms and conditions for set-aside of the installment described below.

Disaster Designation Number...... M3031
Date of Scheduled Installment Set-Aside...... 01-01-2000
Amount of Installment Set-Aside:....\$ 725.00

Any principal amount set-aside will continue to accrue interest at the same rate being charged the non-set-aside portion of the note.

This addendum does not change any of the terms or conditions of the promissory note or assumption agreement.

The undersigned borrower and any cosigners hereby agree to pay the installment being set-aside, plus any accrued interest on the principal amount set-aside, on or before the final due date of the loan, as set forth on the note or assumption agreement being amended.

If the promissory note or assumption agreement is later restructured through primary loan servicing, the addendum will automatically be considered cancelled and the amount set-aside will be included in the total debt restructured.

The undersigned borrower understands that by signing this addendum he/she is agreeing to the withdrawal of any pending request for primary and preservation loan servicing. This withdrawal does not affect the undersigned's future eligibility for primary and preservation loan servicing.

Borrower

Co-Borrower

(8-01-97) FSA PN No. 10

En la ciudad de Jayuya, Puerto Rico, a los dieciocho días del mes

the city of Jayuya, Puerto Rico, at eighteen days of----

ANTE MI-BEFORE ME

----FRANCISCO A. DELGADO MARTINEZ----

Abogado y Notari. Público de la Isla de Puerto Rico con residencia en Jayuya, --Attorney and Notary Public for the Island of Puerto Rico, with residence in Jayuya, -----

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de. THIRD: That the mortgagor has become obligated to the United States------

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hereinafter called the "mortgagee" in connection with-----

-----HIPOTECA VOLUNTARIA -----VOLUNTARY MORTGAGE

de abril de mil novecientos ochenta y cuatro.-----

April, nineteen hundred and eighty four.----

Forma FmilA 427-1PR (10-82)

ERTIFICO Haber expedilo Primera Copia ertificada, del presenre documento a favor le la parte interesada, oy dia de su otorgamento, DOY FE.









un préstamo o prestamos evidenciado por uno o más pagarés o convenio de sub-a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s) rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por hereinafter called "the note" whether one or more. It is required by----el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of the---las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiums and other charges----hayan estimado sobre la propiedad hipotecada.---estimated against the property.-CUARTO: Se sobreentiende que:-----(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the suma de principal especificada en el mismo, concedido con el propósito y la intenprincipal amount specified therein made with the purpose and intentionción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagee, at any time, may assign the note andasegurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One---consolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five of----la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmendathe Housing Act of Nineteen Hundred and Forty-Nine, as amended .-(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mortgageeser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn, (Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree (Three) When payment of the note is insured by the mortgagee, the dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along-----el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-with the note an insurance endorsement insuring the payment of the note fully as to principal tereses de dicho pagaré. ---(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee, hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lenderdeterminarán en el endoso de seguro la porción del pago de interesés del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest payque será designada como "cargo anual".-----ments on the note, to be designated the "annual charge".----(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-(Five) A condition of the insurance of payment of the note will be that the holder  -1PR

quiera otros en relación con dicho préstamo así como también a los beneficios others in connection with said loan, as well as any benefitde esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de mortgagee's request will assign the note to the mortgagee should the mortgagor----violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any cualquier convenio suplementario por parte del deudor.---supplementary agreement. (Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things,————— tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the----que el acreedor 'lipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee should assign this mortgage without insurance of the note, this mortgagegarantizará el pago del pagaré pero cuando el pagaré esté en poder de un prestashall secure payment of the note; but when the note is held by an insuredmista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach tode la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debt ----constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgageecontra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumagainst loss under its insurance endorsement by reason of any default plimiento por parte del deudor hipotecario.-----QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideration of said loan and (a) at all times when the notesea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipoteis held by the mortgagee, or in the event the mortgagee-----cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-amount of the note as specified in subparagraph (one) of paragraph NINTH-----NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the---pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein, tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specified in subparagraph 9Two of paragraph NINTH hereof de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-herein to indemnify and save harmless the mortgagee against loss under itsdoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-insurance endorsements by reason of any default by the mortgagor, and (c) in any quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el event and at all times whatsoever, in guarantee of the additional amounts specified in





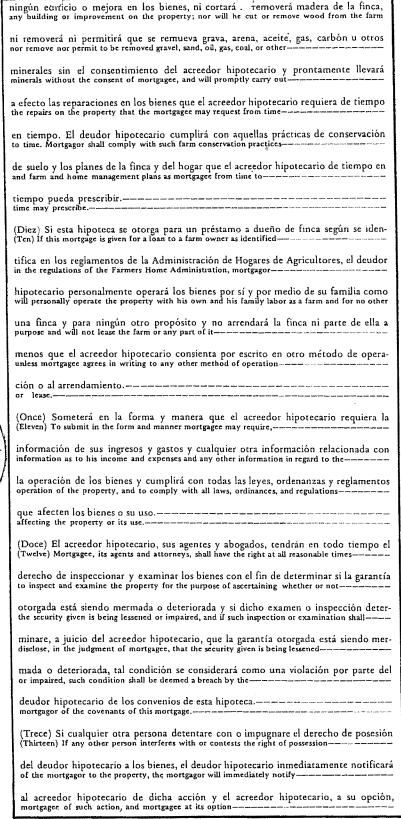
subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el subparagraph (Three) of paragraph NINTH hereof, and to secure the cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagorcontenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagorla presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgagee onlos bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereof, together with all rights,derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests easements, hereditaments and appurtenances thereto belonging, 3 los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now or-sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a all water, water rights and shares in the same pertaining to----las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario the farms and all payments at any time owing to the mortgagor------ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta therein, it being understood that this lien will continue in full force and effect until que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y all amounts as specified in paragraph NINTH hereof, with interest before and------después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. maturity until paid, have been paid in full .-En caso de ejecución, los bienes responderán del pago del principal, los intereses In case of forcelosure, the property will be answerable for the payment of the principal, interest antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acrecthereon before and after maturity until paid, losses sustained by the quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagee for the mortgagor's account----hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, with interest until repaid to the mortgagee, costs, expenses andgastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-attorney's fees of the mortgagee all extensions and renewals of any of vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma said obligations, with interest on all and all other charges and additional adicional especificada en el párrafo NOVENO de este documento.-amounts as specified in paragraph NINTH hereof .-(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda (One) To pay promptly when due any indebtedness----- Tomia FmHA 427-1PR 10-82)



aquí garantizada e indemnizar y conservar libre de pedida al acreedor hipotecario to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any
bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  loss under its insurance of payment of the note by reason of any default by the mortgagor.———
En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, the
deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee,———————
hipotecario como agente cobrador del tenedor del mismoas collection agent for the holder
(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisal
y cualquier cargo por delincuencia requerido en el presente o en el futuro por los and any deliquency charges, now or hereafter required by
reglamentos de la Administración de Hogares de Agricultores.————————————————————————————————————
(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu- (Three) At all times when the note is held by an insured lender,————————————————————————————————————
rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, less
la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holder————————————————————————————————————
del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsement———————————————————————————————————
en el párrafo CUARTO anterior por cuenta del deudor hipotecario.————————————————————————————————————
Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is held————————————————————————————————————
por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgagee or by an insured lender, may be credite———————————————————————————————————
por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advance————————————————————————————————————
por el acreedor hipotecario por cuenta del deudor hipotecario.————————————————————————————————————
Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub- Any advance by the mortgagee as described in this
párrafo devengará intereses a razón del DIFZ Y TRES CUARTOS————————————————————————————————————
por ciento (10.75 0/0) per cent (10.75 0/0)
anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment
hipotecario lo satisfaga
(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier (Four) Whether or not the note is insured by the mortgagee, any
o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa- and all amount advanced by the mortgagee for property insurance premiums, repairs,————————————————————————————————————
raciones, gravámenes u otra reclamación en protección de los bienes hipoteca- liens and other claims, for the protection of the mortgaged property,————————————————————————————————————
dos o para contribuciones o impuestos u otro gasto similar por razón de haber or for taxes or assessments or other similar charges by reason of the



el deu r hipotecario dejado de pagar por los nemos, devengará intereses a razón mortgagor's failure to pay the same, shall bear interest at the ratedel tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advancehasta que los mismos sean satisfechos por el deudor hipotecario. until repaid to the mortgagee .-(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-(Five) All advances made by mortgagee as described in this mortgage, teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipowith interest, shall be immediately due and payable by the mortgagor --tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at thedesignado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto place designated in the note and shall be guaranteed hereby. No such advance hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgagee shall relieve the mortgagor from breach of his covenant del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from theprimeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo first available collections received from mortgagor. Otherwise, any paymentspago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or any---otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to mortgagee secured hereby, in any order mortgagee-hipotecario determinare. (Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para (Six) To use the loan evidenced by the note solely-----los propósitos autorizados por el acreedor hipotecario.---for purposes authorized by mortgagee .---(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-(Seven) To pay when due all taxes, special assessments, liensmenes y cargas que graven los bienes o los derechos o intereses del deudor hipoand charges encumbering the property or the right or interest of mortgagee ---tecario bajo los términos de esta hipoteca.----under the terms of this mortgage,-(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-(Eight) To procure and maintain insurance against fire and other hazards as requiredra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bieby mortgagee on all existing buildings and improvements on the prones o cualquier otra mejora introducida en el futuro. El seguro contra fuego y perty and on any buildings and improvements put there on in the future. The insurance against otros riesgos serán en la forma y por las cantidades, términos y condiciones que fire and other hazards will be in the form and amount and on terms and conditions---aprobare el acreedor hipotecario.----approved by mortgagee .-(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) To keep the property in good condition and promptly make all----reparaciones necesarias para la conservación de los bienes; no cometerá ni pernecessary repairs for the conservation of the property; he will not commit nor--mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá







podra-instituir aquellos procedimientos que fueren necesarios en defensa de sus may institute the necessary proceedings in defense of its-procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán proceedings will be charged to the mortgage debt and considered esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-should abandon the property or voluntarily deliver it to mortgagee. sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the...... gastos de cobro y administración y en segundo término al pago de la deuda eviden-costs of collection and administration and secondly to the payment of the debt evidenced-----ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a tipo de interés y términos razonables para préstamos por tiempo y propósitos rate of interest and reasonable periods of time and purposes, similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgagor, at mortgagoe's request will apply for and accept y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluída como by this mortgage, or should mortgagor, or any one of the persons herein called o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado or in any supplementary agreement, or die or be declared an 

dores, o los bienes o parte de ellos o cualquier interes en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,————— vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is irrevocablemente autorizado y con poderes, a su opción y sin notificación; (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to-----al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)-----incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property----y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-of this mortgage and of the note and of any supplementary agreement, includingcluyendo los gastos de mensura, evidencia de título, costas, inscripción y honothe costs of survey, evidence of title, court costs, recordation fee and rarios de abogado.----attomey's fees.-----(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of gravámen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereb y authorized and empowered at----cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli-any time (one) waive the performance of any covenant or obligation-----





negocia-con el deudor hipotecario o conceder n deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor anyindulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extension of the time for payment of the note (with the----consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-consent of the holder of the note when it is held by inista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-an insured lender) or for payment of any indebtedness to mortgagee----rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-hereby secured; or (three) execute and deliver partial releases of any quier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o part of said property from the lien hereby created or grant deferment or----postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre postponement of this mortgage to any other lien over dichos bienes. ---said property .-- -----(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All right, title and interest in or to this mortgage,-parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively in----acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-mortgagee, and no insured lender shall have any right, title or interest quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída other real estate or crop or chattel mortgage held------tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any such other security instrument shall----constituirá incumplimiento de esta hipoteca.---constitute default hereunder .-remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unless otherwise required by law,---será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shall be addressed until some other address is designated in a notice so given, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, in the case of mortgagee to Farmers Home Administration, Departamento de Agricultura de Estados-Unidos-San-Juan, Puerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in thecaso del deudor hipotecario, a él a la dirección postal de su residencia según se case of mortgagor to him at the post office address of his residence as statedespecifica más adelante.---hereinafter. (Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee



OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be-----

miento y se considerará en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, Farmers Home Administration now in effect, and to its suture regulations-----

no inconsistentes con los términos de esta hipoteca, así como también sujeta a not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado......insuring of the loan hereinbefore mentioned......

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de One, At all times when the note mentioned in paragraph THIRD of

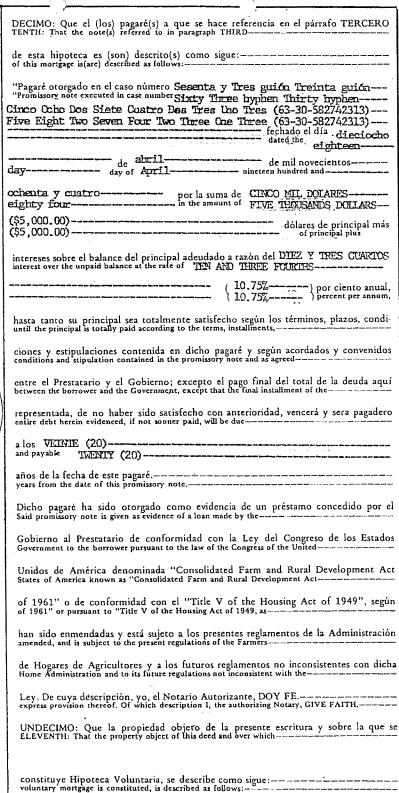
esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor this mortgage is held by mortgagee, or in the event mortgagee-----

hipotecario cediere esta hipoteca sin asegurar el pagare! should assign this mortgage without insurance of the note,

el principal de dicho pagaré, con sus intereses según estipulados a razón del DIEZ--the principal amount of said note, together with interest as stipulated therein at the rate of TFN--

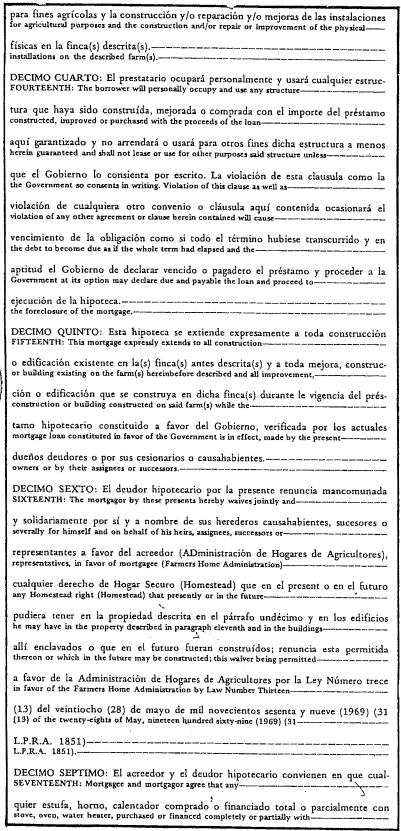


Dos. En todo tiempo cuando el pagaré es poseito por un prestamista asegurado: Two. At all times when said note is held by an insured lender:
(A) CINCO MIL
DOLARES (\$5,000.00)
para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado lur indemnifying the mortgagee for advances to the insured lender———————————————————————————————————
por motivo del incumplimiento del deudor hipotecario de pagar los plazos según by reason of mortgagor's fadure to pay the installments as
se especifica en el pagaré, con intereses según se e pecifica en el párrafo SEXTO, specified in the note, with interest as stated in paragraph SIXTH,
Tercero;
(B) SIETE MIL QUINTENTOS————————————————————————————————————
DOLARES (\$7,500.00)
para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda lor indemnifying the mortgagee further against any loss it might
sufrir bajo su seguro de pago del pagaré
Tres. En cualquier caso y en todo tiempo; ————————————————————————————————————
(A) DOS MIL DOLARES
(\$ 2,000,00) para intereses después de mora:
(B) LIII. DOLARES————————————————————————————————————
(\$1,000.00) para contribuciones, seguro y otros adelantos para la con- (\$1,000.00) for taxes, insurance and other advances for the preservation
servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo and protection of this mortgage, with interest at the rate stated in paragraph————————————————————————————————————
SEXTO, Tercero;————————————————————————————————————
(C) QUINETT, léase, QUINTENTOS DOLARES
(\$ 500.00) para costas, gastos y honorarios de abogado en caso (\$ 500.00) for costs, expenses and attorney's fees in case
de ejecución;
(D) QUINLENTOS DOLARES————————————————————————————————————
(\$ 500,00
rio en procedimientos para defender sus intereses contra cualquier persona que inter- proceedings to defend its interests against any other person interfering with
venga o impugne el derecho de posesión del deudor hipotecario a los bienes según or contesting the right of possession of mortgagor to the property as
se consigna en el pártafo SEXTO, Trece





F-166 F-87	FINCA C: RUSTICA: Predio de terreno sita en el Barrio— Mameyes, del término municipal de Jayuya, Puerto Rico, compuesta de CINCO CUENDAS, con las siguientes Lines; digo, Lindes: por el norte, con Manuel Rodríguez; por el sur, con Luis Torres; por el Este, con David Rodríguez y al Oeste, coh, léase, con la finca— principal de la cual se segrega, propiedad de Luis A. Torres— Rodríguez.— —Inscrita al tomo Ochenta y Siete, del folio Ciento Sesente y Cinco de Jayuya, finca mújmero, digo, número Cinco Mil Ciento— Ochenta y Seis.
	Adquirió el prestatario la descrita finca por compra a Luis A. Torres  Borrower acquired the described property by parchase d to Luis A. Torres  Rodríguez y Blence Delia Rivera
PRANCOS OF SERVICES OF SERVICE	executed in the city of Jayuya, Fuerto Rico
JA DER. &	ante el Notario SAMEL R. PUIG MACAZ———————————————————————————————————
(	DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-TWELFTH: The parties appearing in the present deed as Mortgagors  carios ANIONIO ESCOBAIES FACAN y su esposa MARIA M. RIVERA, mayores are antonio Escobales Pagan and his wife Maria M. Rivera, at legal de edad, propietarios y vecinos de Jayuya, Puerto Rico,————————————————————————————————————
	cuya dirección postal es: Buzón T guión Veintiseis, Jayuya, Puerto Rico whose postal address is: Box T hyphen Twenty Six, Jayuya, Puerto Rico cero cero seis seis cuatro (00664) zero zero six six four (00664)
	DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used————————————————————————————————————







fondos del préstamo aquí garantizado, se considerará e interpreterá como parte funds of the loan herein guaranteed, will be considered and understood to form partde la propiedad gravada por esta Hipoteca.---of the property encumbered by this Mortgage. DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse EIGHTEENTH: The mortgagor agrees and obligates himself to movey a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta and occupy the property object of this deed within the following sixty----días a partir de la fecha de la inspección final; y en caso de circunstancias impredays from the date of final inspection, and in the event of unforescen circumstances———— vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo beyond his control which would impede him to do so, he willnotificará por escrito al Supervisor Local.----notify it in writing to the County Supervisor. DECIMO NOVENO: Toda mejora, construcción o edificación que se construya NINETEENTH: All improvement, construction or building constructeden dicha finca durante la vigencia antes mencionada deberá ser construída previaon said farm(s) during the term hereinbefore referred to, must be made with the previous autorización por escrito del acreedor hipotecario conforme a los reglamentos preconsent in writing of mortgagee in accordance with present regulations sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y or future ones that may be promulgated pursuant to the federal and locales no inconsistentes o incompatibles con las leyes actuales que gobiernan local laws not inconsistent or incompatible with the present laws which govern estos tipos de préstamos.---these types of loans.-VIGESIMO: Este instrumento garantiza asímismo el rescate o recuperación de TWENTIETH: This instrument also secures the recapture of cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios any interest credit or subsidy which may be granted to the borrower(s) by the VICESIMO PRIMERO: (Manifiestan los comparecientes que por tratarse de un préstamo para fines agricolas, han accrdad, léase, en no--this loan for agricultural purposes, they agree in not----distribuir la responsabilidad entre las fincas gravadas y por lodistribute the responsability against the herein mortgaged farms, tanto todas responderán por separado, solidaria y mancommadamente and therefore, every one will respond alone, severally and jointly de la deuda, principal, intereses, costas y demás créditos garanto the doubt, its principal, interests, costs and other creditstizados por esta escritura) todo ello conforme al Artículo Ciento guaranteed by this Deed; all this agreed with the One Hundred----Diecimueve de la Ley Hipotecaria, según el mismo ha sido enmendado Nineteen Article of the Mortgage Law, as it was amended by---por la Ley Número Setenta y Nueve de veinticinco de junio de milthe Seventy Mine Law of the twenty five day of June, nineteen--novecientos sesenta y nueve.----brindred and sixty nine.----

	ACEPTACIONACEPTACION
	El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez The appearing party (parties) ACCEPT(S) this deed in the manner drawn once
	yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.————————————————————————————————————
	Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s) So they say and execute before me, the authorizing Notary, the appearing party (parties)
	sin requerir la presencia de testigos después de renunciar su derecho a ello del que without demanding the presence of witnesses after waiving his (their) right to do so of which
	le(s) advertí
	Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n) After this deed was read by the appearing party(parties) he (they) ratify its
	en su contenido, pone(n) sus iniciales en cada uno de los fólios de esta escritura contents, place(s) his (their) initials on each of the folios of this deed
	incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY including the last one, and all sign before me, the authorizing Notary who GIVES
	FE de todo el contenido de esta escritura.
-	SALVEDAD: Con excepción a DON ANTONIO ESCOBALES PAGAN, quien dice doce no saber firmat, a sus ruegos a la vez como testigos instrumentales, DOÑA SARA AVILES RIVERA y DOÑA ELADIA RUIZ, mayores de edad, casadas, amas de casa y vecinas de Jayuya, Puerto Rico
	Previa lectuara que a todos hice en alta y clara y voz y en su sobcat, léase, acto de esta escritura, porque renunciaron al derecho que les advertí tenían de hacerlo por sí mismos, YO EL notario,—de todo lo consignado en este Instrumento Público al cual—cancelaré los Seèlos Correspondientes de Rentas Internas y el—Impuesto Notarial del Colegio de Abogados de Puerto Rico, así—como de haber estampado los otorgantes que firman y los testigosque lo hacen por los comparecientes que dijeron som, digo, no—saber firmar, sus he, léase, sus huellas digitales de los dedos—pulgares de éstos últimoas al margen de todos y cada uno de los—folios de eta escritura, Yo, El Notario, DOY FE.
	SALVEDAD: Se hace constar que la propiedad "A" se tasa en————————————————————————————————————
	FIRMADO POR: MARIA H. RIVERA————————————————————————————————————



Se encuentran cancelados los correspondientes sellos de Rentas Internas y el sello del Impuesto Notarial. Concuerda bien y fielmente con la escritura matriz que bajo el número indicado obra en el protocolo de instrumentos públicos de esta notaría a mi cargo, y a que me remito. En fe de ello, y para entregar anticado de la presente primera copia certificada, que notarizo bajo mi firma, signo, sello y rúbrica, en Jayuya, P. R., el niemo dit, mes y ano de su otorgamiento.

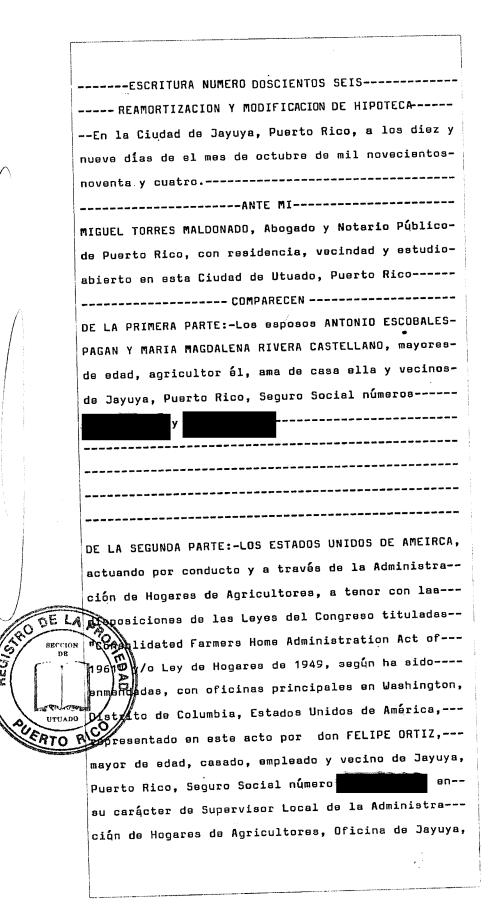
sco ME Implicado, Martines.

GLA DEP.





Inscrito este documento alli dande indica la neta al margen de la discupción de rada una de las fireos Le halla afectas a hipotera por la suma de \$41,000.00 a fevor de los EU.A. y la hipotica que se enserile en virtuel de este asiento: returado a 12 de dicentre 1984. Pour Lu de L'queros Registrodora (DIMS) Finta : Entitico Connecto hoy -helipe losty



G W

cuyas facultades para este acto constan de la dele-gacion de poder conferida por el Administrador de--la Administración de Hogares de Agricultores, y---cuyas facultades constan debidamente acreditadas enel Registro de la Propiedad.----------DOY FE-----Del conocimiento personal de los comparecientes y -por sus dichos con relación a su edad, estado----civil, profesión y vecindad. Asegura tener y a mi-juicio tienen la capacidad legal necesaria para---este otorgamiento y en tal virtud, libremente-----\_\_\_\_EXPONEN-----PRIMERO:-Que los comparecientes de la primera parteson dueños en pleno dominio de las siguientes----propiedades:----"A" RUSTICA:-Situada en el Barrio Mameyes, lugar---denomindado Limán, del término municipal de Jayuya,-Puerto Rico, dedicada a cafá, guineos y pastos, com-puesta de CUATRO CUERDAS Y OCHENTA Y DOS CENTIAREAS-IGUALES a una hectárea, ochenta y nueve áreas y cua-renta y tres centiáreas. En LINDES:-por el Norte,-con Juan Bautista y Francisca Salgado; por el Sur,con José Batler y Joaquín Rodríguez Francisco; por-el Este y Oeste, con tierras de Loreto y Francisca--Salgado".------Inecrita al folio cien (100) del tomo ochenta y--uno (81) de Jayuya, finca número cuatrocientos ---noventa y uno (491).------Enclava en dicha propiedad una casa de vivienda.--"B" RUSTICA:-Radicada en el Barrio Mameyes, lugar---denominado Limón, del término municipal de Jayuya,--PUERTO RICO, COMPUESTA DE SIETE CUERDAS PUNTO CUA--TROCIENTOS CINCUENTA CENTESIMAS DE OTRA, equivalen-tes a VEINTINUEVE MIL DOSCIENTOS OCHENTA Y UNO----PUNTO CUATROCIENTOS CINCO METROS CUADRADOS, dedicado
a café, guineos y pastos. En LINDES:-por el Norte,con Joaquín Rodríguez Francisco; por el Sur, Este y-Oeste, con tierras de la cual esta parcela es segrégación".------Inscrita al folio doscientos treinta y nueve (239)-Ciento como diez (10) de Jayuya, finca número cuatro--ciento a ochenta y nueve (489).---o SEGUNO Adquirieron los comparecientes de la primelas propiedades antes descritas mediants--ia megcri∕tura pública número doscientos cincuenta y--UTUADO RES PUERTO

folio -232 vto. tomo - 119 d Jayuya Insc. - 20ma. 1985 finca - 491

folio - 228/ Homo - 119 de Jayuya insc. - 19ne.

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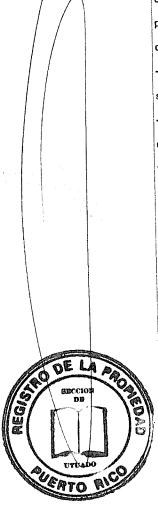
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siete (257) otorgada en Jayuya, Puerto Rico el día-quince de noviembre de mil·novecientos setenta y---nueve ante el Notario Público Samuel R. Puig Magaz.-TERCERO;-Las antes descritas propiedades se hallan-afectas a la siguiente hipoteca:-----1) Hipoteca en garantía de pagará a favor de los----Estados Unidos de Amárica por la suma principal de--Cinco Mil Dólares (\$5,000.00) constituída el día---diez y ocho de abril de mil novecientos ochenta y--cuatro en la Ciudad de Jayuya, Puerto Rico y mediante la escritura pública número cincuenta y dos (52)suscrita ante el Notario Francisco Delgado Martinezcon vencimiento en veinte (20) años de su otorga---miento y devengando intereses a razón del diez y---tres cuartos por ciento (10.75%) anual.-------Esta hipoteca había sido modificada el día diez ynueve de septiembre de mil novecientos ochenta y cin co mediante la escritura pública número veintisiete--(27) ante el Notario Rubán Hernández Rosario. Posteriormente esta hipoteca fue nuevamente reamortizadael día catorce de enero de mil novecientos noventa y tres a la suma de Cinco Mil Ciento Setenta y Ocho---Dólares con Cincuenta y Tres Centavos (\$5,178.53),-intereses al cinco por ciento (5%) anual y su vencimiento el día primero de enero del año dos mil cinco mediante la escritura pública número ocho (8) otogada en Jayuya, Puerto Rico el día catorce de enero de mi novecientos noventa y tres ante el Notario Públi co Miguel Torres Maldonado.----CUARTO:-Que la Administración de Hogares de Agricultores kepresentado por el compareciente de la segunda parte y los comparecientes de la primera parte han UTUADO acordado MODIFICAR nuevamente la hipoteca constituída sobre las propiedades relacionadas anteriormente y--las subsiguientes reamortizaciones de la siguiente--- --a) Se reamortiza esta hipoteca a los efectos de que el principal de la misma sea la suma de Cinco Mil---Quinientos Noventa y Un Dólares con Setenta Centavos

(\$5,591.70) en vez de Cinco Mil Ciento Setenta y----Ocho Dóleres con Cincuenta y Tres Centavos ------(\$5,178.53) como fue últimamente reamortizada.-------b) Se modifica esta hipoteca para que la suma de--Cinco Mil Quinientos Noventa y Un Dólares con Setenta Centavos (\$5,591.70) sea la nueva tasación de la---propiedad a los fines de la primera subasta que---deba celebrarse en caso de ejecución.------c) Se modifica esta hipoteca para que la misma sea satisfecha mediante los siguientes pagos:-------1) Setecientos Veinticinco Dólares (\$725.00) comenzan do el día primero de enero de mil novecientos noventa y cinco y así subsiguientemente pagos anuales por---igual cantidad hasta el pago final que vencerá a los diez años de esta modificación.----QUINTO:-En este acto el compareciente de la segunda-parte me muestra a mí el Notario el pagará original-a que se ha hecho referencia y una vez identificado-por mi el Notario, procedo a anexarle adherido al---mismo una nota que lee como sigue:-------"El importe de este pagará y la hipoteca que lo---garantiza reamortizado nuevamente el día diez y nueve de octubre de mil novecientos noventa y cuatro--asciende a la suma de Cuarto Mil Seiscientos Noven ta Dólares con Setenta y Cuatro Centavos (\$4,690.74) de principal y Novecientos Dólares con Noventa y----Seis Centavos (\$900.96) de intereses acumulados a--esta fecha para un total adeudado de Cinco Mil Qui-nientos Noventa y Un Dólares con Setenta Centavos----

(\$5,591.70) a cuya cantidad se reamortiza el mismo yque habrá de ser pagado en pagos anuales de Setecien-



tos Veinticinco Dálares (\$725.00) comenzando el díaprimero de enero de mil novecientos novecientos no-venta y cinco y así subsiguientemente hasta el pagofinal a los diez años de esta reamortización, devengando intereses al cinco por ciento (5%) anual y---todo según conste de la escritura pública número---doscientos seis (206)----- otorgada en Jayuya,--Puerto Rico el día diez y nueve de octubre de mil--novecientos noventa y cuatro ante el Notario Público Miguel Torres Maldonado.-----SEXTO:-Por tratarse de un prástamo de recursos limitados, según indicado en el pagaré, el Gobierno---puede cambiar el por ciento de interés de acuerdo--con los reglamentos de la Administración de Hogares-de Agricultores.----SEPTIMO:-Manifiestan los comparecientes de la primera parte que es de su propio y personal conocimiento todas y cada una de las obligaciones, cláusulsa y--estipulaciones contenidas o mencionadas en la escritura de hipoteca relacionada en el párrafo Tercero-de esta escritura y en este acto se obligan a cumplir todas y cada una de las mismas.----OCTAVO:-Así mismo, todas las cláusulas y condiciones expresadas en la escritura original de hipoteca que-no han sido cambiadas o modificadas en este acto,--quedarán válidas y subsistentes.-----NOVENO:-Las partes solicitan del Registro de la Propiedad que se sirva inscribir en su dia esta reamortización y modificación de hipoteca.-------Los comparecientes aceptan esta escritura en la--forme redactada por hallarla conforme a lo convenido. -ـــــــ hice las advertencias de Ley pertinentes al--otorgamiento y previa lectura que de la misma hice a los comparecientes en alta voz, la encontraron confor me y en su contenido se ratifican firmándola ante mí

todos, excepto don Antonio Escobales Pagán, quien---alege no saber firmar y procede a estampar las----huellas digitales de ambos dedos pulgares en todos y cada uno de los folios de esta escritura, y a sus---ruegos y como testigo firma Brunilda Jaume Torres,-quien es mayor de edad, soltera por divorcio,----empelada y vecino de Jayuya, Puerto Rico,-----, quien estampa sus-Seguro Social número iniciales en todos y cada uno de los folios de estaescritura, de todo lo cual y de cuanto contiene este instrumento público, Yo, El Notario, DOY FE.----

FIRMADO:- ANTONIO ESCOBALES PAGAN.-----FIRMADO:-MARIA MAGDALENA RIVERA CASTELLANO.-----FIRMADO:-FELIPE ORTIZ.----FIRMADO: - BRUNILDA JAUME, FORRES. -----PIRMADO, SIGNADO, RUBRICADO Y SELLADO, MIGUEL TORRES MALDONDO, NOTARIO PUBLICO.-----Cancelados en el original y en la copia certificada de esta escritura el correspondiente sello del---Impuesto Notarial del Colegio de Abogados de Puerto---Estampadas en todos y cada uno de los folios del---original las iniciales del (los) otorgantes y la---rúbrica del Notario.------CERTIFICO:-Que la que precede es primera copia cer-tificada de su original que bajo el número 206 obra--en mi protocolo de instrumentos públicos al cual me--remito y para entregar a Farmers Home Administration-expido la presente en Jayuya, Puerto Rico, hoy dia de su otorgamiento. Esta escritura consta de 06---folios. NOTARTO PUBL'TEO Spirita allé donde se indica el margo de cada una de las discripçiones de las dineas. Muctas a touroticas en garantia de pagaris a favor de Escido debidamente medificadas. Utuado a 7

**EXHIBIT 6A** 

### **CERTIFIED TRANSLATION**

# MIGUEL TORRES MALDONADO ATTORNEY NOTARY PUBLIC

Doctor Cueto #87 Utuado Puerto Rico

Telephone 894-3100

Presented 207 Diary 265 Time 1:20 Date NOV 3, 94 Utuado Registry

### **NUM 206**

### DEED OF REAMORTIZATION OF MORTGAGE LOANS AND MORTGAGE MODIFICATION

Granted by

On Behalf of

DON ANTONIO ESCOBALES PAGAN AND HIS WIFE DONA MARIA MAGDALENA RIVERA CASTELLANOS

In Jayuya Puerto Rico, on October 19, 1994

(Handwritten at he bottom "Exempt 4.82 cdas. #491, 7.450 cdas. #489")

### DEED NUMBER TWO HUNDRED SIX

## REAMORTIZATION OF MORTGAGE LOAN AND MORTGAGE MODIFICATION

In the city of Jayuya, Puerto Rico, on the nineteenth day of October of nineteen
hundred ninety four
BEFORE ME
MIGUEL TORRES MALDONADO, Attorney and Notary Public of Puerto Rico with
residence, domicile and offices in the city of Utuado, Puerto Rico.
APPEAR
ON THE FIRST PARTY: - DON ANTONIO ESCOBALES PAGAN, and his wife, DOÑA
MARIA M. RIVERA, of legal age, he a farmer, she a housewife and domiciled in
Jayuya, Puerto Rico, Social Security number and and
ON THE SECOND PARTY: UNITED STATES OF AMERICA, acting through the
Farmer's Home Administration according to Congress Act entitled Consolidated
Farmer's Home Administration Act of 1961or Home Act of 1949, as amended, with
principal offices in Washington, District of Columbia, United States of America,
represented herein by DON FELIPE ORTIZ, of legal age, married, employee and
domiciled in Jayuya, Puerto Rico, Social Security Number in his character
of Local Supervisor of Farmer's Home Administration, Jayuya Office, whose faculties
are duly delegated and conferred by the Administrator of the Farmers Home
Administration and whose faculties are duly credited in the Property Registry
I ATTEST
As to the personal knowledge of the appearing parties and form their statements, which
Liudge to be true, also as to their age, status, occupation and domicile: they assure me

that they have and to my knowledge they do, the legal capacity necessary for the				
present granting and pursuant to it they freely:				
SET FORTH				
FIRST: That the appearing first party, DON ANTONIO ESCOBALES PAGAN, and				
his wife, DOÑA MARIA M. RIVERA, are the fee simple owners of the following real				
estate properties:				
"RURAL A: Located at Barrio Mameyes, place				
denominated LIMON of the municipality of Jayuya, Puerto				
Rico, devoted to coffee, bananas and pasture; comprised by				
FOUR CUERDAS AND EIGHTY TWO HUNDREDTHS;				
equal to one hectare, eighty nine areas and forty three				
hundredths area. In boundaries: by the NORTH, with Juan				
Bautista and Francisca Salgado; by the SOUTH, with José				
Batler and Joaquín Rodríguez Francisco; by the EAST, and				
WEST with lands of Loreto and Francisca Salgado."				
Registered at Page One Hundred (100), of Volume Eighty One (81) of Jayuya, Lot				
Number Four Hundred Ninety One (491)				
On this lot of land there is a household residence				
(Handwritten at margin; " page 232 back, volume 119 of Jayuya, 20 <sup>th</sup> inscription,				
lot # 491")				
"RURAL B: Located at Barrio Mameyes, place				
denominated Limon, of the municipality of Jayuya, Puerto				
Rico, comprised of SEVEN CUERDAS POINT FIVE				

HUNDREDTHS, equivalent to TWENTY NINE THOUSAND TWO HUNDRED EIGHTY ONE POINT FOUR HUNDRED FIVE SQUARE METERS; devoted to coffee, bananas and pasture. In boundaries by the NORTH, with Joaquín Rodriguez Francisco; by the SOUTH, EAST and WEST by the land from which this parcel is segregated."

---Registered at Page Two hundred Thirty Nine (239) of Volume ten (10) of Jayuya, lot Number Four Hundred Eighty Nine (489). ------(Handwritten at margin; "page 228, volume 119 of Jayuya, 19th inscription, lot # 489") SECOND: The first party acquired the property through public deed number two hundred fifty seven dated November fifteen, nineteen hundred seventy nine, granted in Jayuya, Puerto Rico before Notary Public Samuel R. Puig Magaz. ------THIRD: The properties aforementioned are encumbered by the following mortgages: 1) Mortgage, in guarantee of a promissory note to the United States of America, for the principal amount of FIVE THOUSAND DOLLARS (\$5,000.00) constituted April eighteen of nineteen hundred eighty four granted in the city of Jayuya, Puerto Rico, through a Deed Number Fifty Two (52) subscribed before Notary Public Francisco Delgado Martinez with due date of twenty years (20) after its granting and with interest rate of ten and three fourths (10.75%) annually. --------This mortgage had been modified on the nineteenth of September of nineteen hundred eighty five through public deed number twenty seven (27) before Notary Public Ruben Hernandez Rosario. Later on it was again re-amortized the fourteenth of January of nineteen hundred ninety three, for the amount Five Thousand One Hundred Seventy

Eight Dollars and Fifty-Three cents (5,178.53), interest at Five percent (5%) annual due on first day of January of two thousand five through public deed number eight (8) granted in Jayuya, Puerto Rico the fourteenth of January of nineteen hundred ninety three before notary public Miguel Torres Maldonado. FOURTH: That the Farmers Home Administration represented by the Second Party and the First Party have agreed to MODIFY again the mortgage over the properties aforementioned and subsequent re-amortization in the following manner: -----------a) The Mortgage is re-amortized to the effects that the principal be Five Thousand Five Hundred Ninety One Dollars and Seventy Cents (\$5,591.70) instead of Five -----Thousand One Hundred Seventy Eight Dollars and Fifty Three Cents (\$5,178,53) as it was last re-amortized, --------b) This mortgage is modified so that the sum of be Five Thousand Five Hundred Ninety One Dollars and Seventy Cents (\$5,591.70) be the new appraisal of the property for the purpose of the first auction in case of foreclosure. --c) This mortgage is modified so it can be repaid in the following payments : --------1) Seven Hundred Seventy Two Dollars (\$725.00) starting January first of nineteen ninety-five and subsequent annual payments for the same amount until the final payment that will be due ten years from this modification. ----FIFTH: In this act the appearing second party showed me the Notary Public the original promissory note to which I made reference and once identified by me the Notary, I proceeded to annex to it the following note: -----"The amount of this promissory note and the mortgage that guarantees it re-amortized again on nineteenth of October of nineteen hundred ninety four for the amount of Four

thousand Six Hundred Ninety Dollars and Seventy Four Cents (\$4,690.74) of principal and Nine Hundred Dollars and Ninety Six Cents (\$900.96) of accumulated interest at this date for a total owed of Five Thousand Five Hundred Ninety One Dollars and Seventy Cents (\$5,591.70) to whose amount will be re-amortized in annual payments of Seven Hundred Seventy Two Dollars (\$725.00) starting January first of nineteen ninety five and subsequent annual payments for the same amount until the final payment that will be due ten years from this modification, earning interest at five percent (5%) annually as stated in deed number two hundred six (206) granted in Jayuya Puerto Rico on nineteenth of October of nineteen hundred ninety four before notary Miguel Torres Maldonado.-----SIXTH: Since it is a loan of limited resources as indicated in the promissory note, the Government can change the interest rate, according to the regulations of the Farmer's Home Administration. -----SEVENTH: The appearing first party states their personal knowledge each and every obligation clause and stipulation contained or mentioned in the Deed of Mortgage related in Third paragraph, and in this act clear, oblige them to comply with each and every one of them. -----EIGHT: AT the same time all the clauses and conditions set forth in the original mortgage deed that have not been changed hereby, will remain valid and in effect. ---NINTH: The parties request of the Real Estate Property Registry to register on its day this re-amortization and modification of mortgage. --------- The appearing parties accept the present deed in the manner drafted finding it conforming to what they have agreed. -----

-----I, made the pertinent legal warnings at the granting and having previously read to everybody out loud, they find it conforming in its content and they ratify its contents signing it before me with the exception of DON ANTONIO ESCOBALES PAGAN, who said he cannot sign, and proceeded to stamp both thumbs in each and every page of this deed, and by asking as instrumental witness, Brunilda Jaume Torres, of legal age, single by divorce, employee and domiciled in Jayuya, Puerto Rico, Social Security to stamps her initials on each and every page of this deed, of all Number SIGNED: ANTONIO ESCOBALES PAGAN -----SIGNED: MARIA MAGDALENA RIVERA CASTELLANO. ----FELIPE ORTIZ. SIGNED: SIGNED: BRUNILDA JAUME TORRES ------Signed, Flourished and Sealed: MIGUEL TORRES MALDONADO, ATTORNEY **NOTARY PUBLIC** ---The corresponding Notary Tax stamp is cancelled in the original and certified copy. Accords true and exact with the original deed under the number indicated that is on my protocol of public instruments of the notary I behold, and to which I remit to. --------Stamped on each and every one of the pages of the original are the initials of the appearing parties and the flourish of the Notary -------- I CERTIFY: That this is the first certified copy under number 206 is my protocol of public instruments to which I remit myself to hand in to the Farmers Home Administration, I issue this in Jayuya Puerto Rico the same day it was granted. This deed has 06 pages. -----

SEAL of the Property Registry of Utuado Section.

# Case 3:21-cv-01018 Document 1-12 Filed 01/12/21 Page 1 of 7 EXHIBIT 7

Forma FmHA 1940-17 (S)	В	44-19			
(Rev. 11-1-78).		CLASE DE PRESTAMO			
DEPARTAMENTO DE AGR ADMINISTRACION DE 1	Tipo: OL RECURSOS LIMITADOS  De acuerdo a:				
	AGARE	D Consolidated Farm & Rural Development Act Emergency Agricultural Credit Adjustment Act of 1978			
Nombre ANTONIO ESCOBA	LES PAGAN	ACCION QUE REQUIERE PAGARE:			
Estado PUERTO RICO	Oficina JAYUYA	Préstamo Inicial     Nuevo Plan de Pago			
Caso Núm.	Fecha 03-18-88	subniguiente 📋 Pagos Diferidos			
pagaremos a la orden de Estad Agricultores del Departamento	los Unidos de América, actuando por con de Agricultura de los Estados Unidos (o	ro co-deudor mancomunada y solidariamente aducto de la Administración de Hogares de denominado en adelante el "Gobierno") o su			
cesionario en su oficina en JAY	UYA, PUERTO RICO				
o en otro sitio designado por el (	Gobierno por escrito, la suma principal d	e SIETE MIL CON 00/100			
	dólares (\$ 7,000.00 )	nás intereses sobre el principal adeudado al			
	SEIS POR C	IENTO ( 6 %) anual. Si este pagaré			
CAMBIAR EL PORCIENTO Agricultores, no más frecuente anticipación a su última direcció en los reglamentos de la Admin	DE INTERES, de acuerdo con los regla que trimestralmente, notificando por con. El nuevo tipo de interés no deberá excedistración de Hogares de Agricultores parados en plazos, según indicad	erior "Clase de Préstamo"), el Gobierno puede mentos de la Administración de Hogares de orreo al Prestatario con treinta (30) días de ler el porciento de interés más alto establecido a el tipo de préstamo arriba indicado.  o abajo, excepto si es modificado por un tipo de			
\$ 1,254.00					
solicitado por el Prestatario y	aprobado por el Gobierno. La aprobación propósito autorizado por el Gobierno. Se a	préstamo será adelantado al Prestatario según del Gobierno será dada siempre y cuando el cumularán intereses por la cantidad de cada			

adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en el mismo. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo, tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construída, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o un "Nuevo Plan de Pago" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar un nuevo plan de pago pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE	INTERESES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
	%	.19		,19
· · · ·	%	.19		,19
8	% %	.,19	•	,19
\$	%	. ,19		,19
\$ \$	%	,19		,13
\$	. %			,19
\$	%	.19		,19

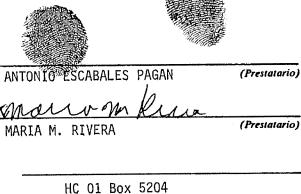
Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o nuevo plan de pago. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO: Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el prestamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Acto el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.



JAYUYA, PUERTO RICO

00664

		REGISTRO I	DE ADELANTOS		
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
7,000.00	03-18-88	\$		\$	
\$	100-10-00	\$		\$	
\$		\$		\$	
<u>Y</u>		\$		\$	
<u> </u>	<u> </u>		TOTAL	\$ 7,000,00	

--El importe de este pagaré y la hipoteca que lo garantiza, reamortizado al día veintidós de febrero de mil novecientos noventa, dió un saldo deudor montante a Seis Mil Ochenta y Ocho Dólares con Noventa y Un Centavos (\$6,088.91) de principal, que devengará intereses a razón del cinco y medio por ciento (5.50%) anual, y la suma de Cuatrocientos Ocho Dólares con Treinta y Siete Centavos (\$408.37), por concepto de intereses no capitalizables, los cuales no devengarán intereses, para un total de Seis Mil Cuatrocientos Noventa y Siete Dólares con Veintiocho Centavos (\$6,497.28), la cual deberá ser pagada en la siguiente forma:-La suma de Seiscientos Treinta y Cinco Dólares (\$635.00) en o antes del día primero de enero de mil novecientos noventa y uno, y la suma de Seiscientos Treinta y CincoDólares (\$635.00) en o antes del día primero de enero de cada año sibsiguientemente, excepto el pago final que se hará en o antes del día veintidós de febrero del año dos mil cinco, según consta de la escritura número veintisiete (27), otorgada en Jayuya, Puerto Rico en esta misma fecha ante el Notario Fedante. DOY FE:

-- En Jayuya, Puerto Rico, a veintidos de febrero de mil novecien-

tos noventa. . ...

NBEN NERWANDEZ-RO NOTARIO PUBLIC

Puerth airs

ANEJO A PAGARE HIPOTECARIO A FAVOR DE ESTADOS UNIDOS DE AMERICA POR LA SUMA PRINCIPAL DE \$7,000.00 CONSTITUIDO EL DIA 18 DE MARZO DE 1988 EN JAYUYA, PUERTO RICO, MEDIANTE LA ESCRITURA PUBLICA NUMERO 44 ANTE EL NOTARIO FRANCISCO DELGADO MARTINEZ.

"El importe de este pagaré y la hipoteca que lo garantiza reamortizado el día 14 DE ENERO DE 1993, asciende a la suma de Seis Mil Cuarenta y Cuatro Dólares con----Setenta y Cinco Centavos (\$6,044.75) de principal y----Seiscientos Noventa y Tres Dólares con Seis Centavos---(\$693.06) de intereses acumulados a esta fecha para untotal adeudado de Seis Mil Setecientos Cuarenta Dólares con Ochenta y Un Centavos (\$6,740.81) a cuya cantidad-se reamortiza el mismo y que habrá de ser pagado en unprimer pago de Setecientos Sesenta y Un Dólares-----(\$761.00) y pagos subsiguientes de Setecientos Sesentay Un Dólares (\$761.00) cada uno el día primero de enero de cada año subsiguiente hasta un pago final que vencerá el día primero de enero del año dos mil cinco, con-tinuando devengando intereses a razón del cinco por---ciento (5%) anual y todo según consta de la escritura-pública número seis (6) otorgada el día catorce de---enero de mil novecientos noventa y tres en la Ciudad de Utuado, Puerto Rico ante el Notario Público Miguel----Torres Maldonado.

Jayuya, Puerto Rico, a 14 de enero de 1993/.

TORRES MALO

MIGUEL TORRES MALDONADO

NOTARIO PUBLICO

"ANEJO A PAGARE HIPOTECARIO POR LA SUMA DE \$7,000.00 CONSTITUIDO EL DIA 18 DE MARZO DE 1988 EN LA CIUDAD DE JAYUYA, PUERTO RICO MEDIANTE LA ESCRITURA NUMERO 44 ANTE EL NOTARIO FRANCISCO A. DELGADO MARTINEZ"

El importe de este pagaré y la hipoteca que lo garantiza reamortizado nuevamente el día 19 de octubre de 1994 asciende a la suma de \$6,075.28 de principal y \$1,200.65 de interess acumulados a esta fecha para un total adeudado de \$7,275.93 a cuya cantidad se reamortiza el mismo y que habrá de ser pagado enpagos anuales diferidos de \$347.00 comenzando el día 1 de enero de 1995 y así subsiguientemente pagos anuales por igual cantidad el día 1 de enero de 1999 y luego pagos anuales de \$917.00 el día primero de nero del año 2000 y hasta el pago final del préstamo que será en el término de 15 años a partir de esta reamortiación, devengando intereses al cinco por ciento (5%) anual y todo según consta de la escritura pública número 208 otorgada en Jayuya, Puerto Rico el dái 19 de octubre de 1994 ante el Notario Miguel\Torres Maldonado.

> MIGUEL TORRES MALDONADO NOTARIO PUBLICO

### Anejo al Pagaré o Convenio de Subrogación para el Programa Para Posponer Plazos Debido a el Desastre

Fecha:

23 de noviembre de 1999

Número de caso:

Nombre: Antonio Escobales Pagán

Pagaré o Convenio de Subrogación:

Código de Fondo

Número de Préstamo

Fecha

Cantidad

44

1'92

03-18-88

\$7,000.00

Este anejo enmienda el pagaré o convenio de subrogación indicado arriba para establecer los términos y condiciones de la posposición del plazo descrito adelante:

Número de Designación del Desastre:

M3031

Fecha del plazo a ser pospuesto:

01-01-2000

Cantidad del plazo a ser pospuesto:

\$ 917.00

Cualquier cantidad de principal a ser pospuesta continuará acumulando intereses al mismo tipo de interés que se le cargue a la parte no pospuesta de la deuda.

Este anejo no cambia ninguno de los términos y condiciones del pagaré o convenio de subrogación.

El prestatario abajo firmante o cualquier co-deudor está de acuerdo en pagar el plazo pospuesto, más cualquier interés acumulado sobre el principal pospuesto, en o antes de la fecha de vencimiento del préstamo, según establecido en el pagaré o convenio de subrogación enmendado.

Si se restructura el pagaré o convenio de subrogación a través del Programa de Servicios primarios en un futuro, éste anejo se considerará cancelado automaticamente y la cantidad pospuesta se incluirá como parte del total de la deuda restructurada.

El prestatario abajo firmante entiende que al firmar éste anejo está de acuerdo en qué se le dará de baja a cualquier solicitud pendiente de servicios y de preservación de préstamos. Esto no afecta la elegibilidad futura para servicios primarios o de preservación de préstamo.

Huellas y Marca

Testigo de la marca

mary Kirero

**EXHIBIT 7A** 

### **CERTIFIED TRANSLATION**

Form FmHA 1940-17(S) (Rev. 11-1-78)

# UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

### PROMISSORY NOTE

Name:	KIND OF LOAN	
ANTONIO ESCOB	Type: OL LIMITTED RESORCES	
State:	Office:	
Puerto Rico	Jayuya	Pursuant to:
Case no.:	Date:	
	03-18-88	☑ Consolidated Farm & Rural
		Development Act
		☐ Emergency Agricultural Credit
	Adjustment Act of 1978	
ACTION REQUIRING NOT	E	
⊠ Initial loan	cheduling	
☐ Subsequent loan	mortization	
☐ Consolidated & subsequent loan ☐ Cred		lit sale
□ Consolidation	☐ Defe	rred payments

 of the Farmers Home Administration, not, more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in <u>21</u> installments as indicated below, except as modified by a different rate of interest, on or before the followings dates

\$	1,254.00	on	January 1, 1989	\$1,254.00	<u>on</u>	January 1, 1990
\$	1,254.00		January 1, 1991	\$1,254.00		January 1, 1992
\$	1,254.00		January 1, 1993	\$1,254.00		January 1, 1992
				* .,==	<del></del>	January 1, 1994
\$	1,254.00		January 1, 1995	\$ N/A		January 1, 19
\$	N/A		January 1, 19	\$ N/A		January 1, 19
₹.						January 1, 19

And \$\_N/A \_\_thereafter on January 1, of each year until the principal and interest are fully paid except that the final installment of the entire debtedness evidenced hereby, if not sooner paid shall, be due and payable \_7\_ years from the date of this note, and except the prepayments may be made as provided below. The consideration for the note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to the principal and such new principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of schedule installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 C.F.R. 1861.2) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein. If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United State Treasury check by which the Government remits the payment to the holder. The effective date of any

prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitle accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan (FO).

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

Code & Loan No.	Note Value	Interest Rate	Date	Original Borrower	Last install due
	\$	%			

\$   %	
\$ %	

Security instruments taken in connection with the loans evidenced by these described notes and this consolidating, rescheduling or reamortizing does not affect other related obligations. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING AGREEMENT. If at any time it shall appear to the Government that Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt, and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness

immediately due and payable.

This note is presented as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "King of Loan" block above. This note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentation, protest, and notice are hereby waived.

(SEAL)	ANTONIO ESCOBALES PAGAN (FINGERPRINTS)	
	(BORROWER	()
	(Sgd.) MARÍA M. RIVERA	
	(Co- BORROWER	.)
	HC-01 BOX 5204	
	JAYUYA, PR 00664	

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 7,000.00	03-18-88	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
			ТОТ	AL \$ 7,000.00	

The amount of this note and the mortgage guaranteeing it, re-amortized on February 22, 1990, came up with an outstanding balance of \$6,088.91 in principal, which shall earn interests at a rate of 5.50% per year and the amount of \$408.37 as non capital interests, which shall not earn interests for a total of \$6,497.28, which shall be paid in the following manner: The amount of \$635.00 on or before January 1, 1991, and the amount of \$635.00 on or before January 1 of each subsequent year, except that the final payment which will become due and payable on February 22, 2005, as it appears on deed number 27, subscribed in Jayuya, Puerto Rico on even date before the undersigned Notary Public. I SO ATTEST.

In Jayuya, Puerto Rico, today February 22, 1990.

(sgd.) RUBEN HERNÁNDEZ ROSARIO Notary Public (SEAL) ANNEX TO MORTGAGE NOTE ON BEHALF OF THE UNITED STATES OF AMERICA FOR THE PRINCIPAL AMOUNT OF \$7,000.00 CONSTITUTED ON MARCH 18, 1988, IN JAYUYA, PUERTO RICO, BEFORE NOTARY PUBLIC FRANCISCO DELGADO MARTÍNEZ THROUGH PUBLIC DEED NUMBER 44.

"The amount of the note and the mortgage guaranteeing it re-amortized on January 14, 1993, comes up to the principal amount of \$6,044.75 as principal and \$693.06 as accrued interests as of this date for a total outstanding of \$6,740.81 to whose amount the same is re-amortized and which shall be paid in a first installment of \$761.00 and subsequent yearly installments of \$761.00 each, on January 1 of each subsequent year up to a final payment which shall become due and payable on January 1, 2005, continuing earning interests at a rate of 5% per year as it all appear on public deed number 6, subscribed in Jayuya, Puerto Rico on January 14, 1993 before Notary Public Miguel Torres Maldonado".

Jayuya, Puerto Rico, January 14, 1993

(sgd.) MIGUEL TORRES MALDONADO Notary Public (SEAL) ANNEX TO MORTGAGE NOTE IN THE AMOUNT OF \$7,000.00 CONSTITUTED ON MARCH 18, 1988 IN THE CITY OF JAYUYA, PUERTO RICO, BEFORE NOTARY PUBLIC FRANCISCO A. DELGADO MARTÍNEZ

The amount of this note and the mortgage guaranteeing it re-amortized once again on October 19, 1994 comes up to the amount of \$6,075.28 of principal and \$1,200.65 as accrued interests as of this date for a total debt of \$7,275,93, to which amount the same is re-amortized and that which shall be paid by yearly deferred payments of \$347.00 starting on January 1, 1995 and so on subsequent yearly payments on January 1, 1999, on January 1, 2000 until final payment which shall be due 15 years from this modification, earning yearly interest at a 5% rate and all as it appears on public deed number 208, subscribed in Jayuya, Puerto Rico, on October 19, 1994 before Notary Public Miguel Torres Maldonado.

(sgd.) MIGUEL TORRES MALDONADO Notary Public (SEAL)



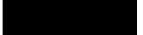
**FMHA Instruction 1951-T** 

## Addendum to the Promissory Note or Assumption Agreement for the Disaster Set-Aside Program

1 10	+~ .
1 171	15.

November 23, 1999

Case Number:



Name: Antonio Escobales Pagán

Promissory Note or Assumption Agreement:

Fund Code

Loan No.

Date

Amount

44

19

03-18-88

\$7,000.00

This addendum amends the above-described promissory note or assumption agreement to set forth the terms and conditions for set-aside of the installment described below.

Disaster Designation Number...... M3031

Date of Scheduled Installment Set-Aside..... 01-01-2000

Amount of Installment Set-Aside:....\$917.00

Any principal amount set-aside will continue to accrue interest at the same rate being charged the non-set-aside portion of the note.

This addendum does not change any of the terms or conditions of the promissory note or assumption agreement.

The undersigned borrower and any cosigners hereby agree to pay the installment being set-aside, plus any accrued interest on the principal amount set-aside, on or before the final due date of the loan, as set forth on the note or assumption agreement being amended.

If the promissory note or assumption agreement is later restructured through primary loan servicing, the addendum will automatically be considered cancelled and the amount set-aside will be included in the total debt restructured.

The undersigned borrower understands that by signing this addendum he/she is agreeing to the withdrawal of any pending request for primary and preservation loan servicing. This withdrawal does not affect the undersigned's future eligibility for primary and preservation loan servicing.

Borrower

Co-Borrower

(8-01-97) FSA PN No. 10

CHARENTA Y CUATRO----

FORTY FOUR---

NUMPRO

-HIPOTECA VOLUNTARIA-VOLUNTARY MORTGAGE

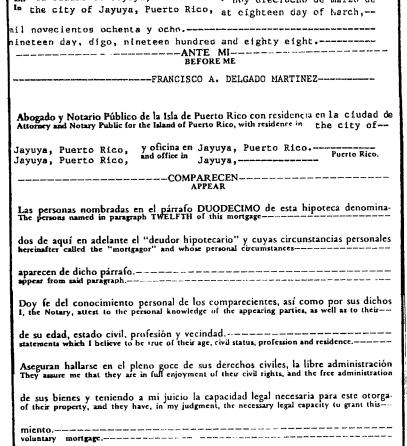
En la ciudad de Jayuya, Puerto Rico, hoy dieciocho de marzo de

Formá FmHA 427-1(S) PR (Rev. 10-82)

CERTIFICO Haber expedido Primera Copia Certificada del presente documento, a fawor de la parte interesada, hoy día de su otorgamiento, DOY FE.

ABOGADO NOTARIO





CILATO RICO

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in----

----EXPONEN--WITNESSETH:

parraso UNDECIMO así como de todos los derechos e intereses en las mismas,

SECUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens

se especifican en el párrafo UNDECIMO.----specifical in paragraph ELEVENTH herein.----

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States------

América, actuando por conducto de la Administración de Hogares de Agricultoof America, acting through the Farmers Home Administration.

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hereinafter called the "mortgagec" in connection with

un préstamo o prestamos evidenciado por uno o más pagarés o convenió de sub-a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)...... el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of the----las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiums and other charges----hayan estimado sobre la propiedad hipotecada....estimated against the property..... (Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the-----suma de principal especificada en el mismo, concedido con el propósito y la intenprincipal amount specified therein made with the purpose and intentionción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagee, at any time, may assign the note andasegurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One --consolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five ofla Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmendathe Housing Act of Nineteen Hundred and Forty-Nine, as amended .----(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mortgagee----ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn,----prestamista asegurado......will be the insured lender..... (Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-(Three) When payment of the note is insured by the mortgagee, the dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along-----el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-with the note an insurance endorsement insuring the payment of the note fully as to principal tereses de dicho pagaré.----(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee,----hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lender---determinarán en el endoso de seguro la porción del pago de intereses del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-(Five) A condition of the insurance of payment of the note will be that the holder-----



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quiera otros en relación con dicho préstamo así como también a los beneficios others in connection with said loan, as well as any benefit-----

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.------

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things,-----

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the-----

que el acreedor 'apotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee should assign this mortgage without insurance of the note, this mortgage————

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un prestashall secure payment of the note; but when the note is held by an insured------

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach to-----

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debt------

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgagee------

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumagainst loss under its insurance endorsement by reason of any default------

plimiento por parte del deudor hipotecario.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideration of said loan and (a) at all times when the note-

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-amount of the note as specified in subparagraph (one) of paragraph NINTH-----

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein,----

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

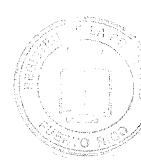
consignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el enherein to indemnify and save harmless the mortgagee against loss under its------

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualinsurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el event and at all times whatsoever, in guarantee of the additional amounts specified in





subpárrafo (Tres) del párrafo hOVENO de este instrumento y para asegurar el subparagraph (Three) of paragraph NINTH hereof, and to secure thecumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagor----contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagorla presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgagee onlos bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereof, together with all rights,----derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests easements, hereditaments and appurtenances thereto belonging 3 los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now or---el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, later attached thereto or reasonably necessary to the use thereof,-las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario the farms and all payments at any time owing to the mortgagor---por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre partial condemnation of or injury to any part thereof or interest ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta thereia, it being understood that this lien will continue in full force and effect until que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y all amounts as specified in paragraph NINTH hereof, with interest before and después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. after maturity until paid, have been paid in full .-En caso de ejecución, los bienes responderán del pago del principal, los intereses In case of foreclosure, the property will be answerable for the payment of the principal, interest antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el ac ecthereon before and after maturity until paid, losses sustained by the------dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualmortgagee as insurer of the note, taxes, insurance premiums, andquier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagee for the mortgagor's account-----hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas. with interest until repaid to the mortgagee, costs, expenses andgastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-attorney's fees of the mortgagee all extensions and renewals of any of vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma said obligations, with interest on all and all other charges and additionaladicional especificada en el párrafo NOVENO de este documento.-amounts as specified in paragraph NINTH hereof .--SEXTO: El deudor hipotecario expresamente conviene lo siguiente:----SIXTH: That the mortgagor specifically agrees as follows:-----



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aquí garancizada e indemnizar y conservar libre de pérdida al acreedor hipotecario to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, the deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee,--hipotecario como agente cobrador del tenedor del mismo.---as collection agent for the holder .-(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisaly cualquier cargo por delincuencia requerido en el presente o en el futuro por los : and any deliquency charges, now or hereafter required byreglamentos de la Administración de Hogares de Agricultores.---regulations of the Farmer's Home Administration .----rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, lessla cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holderdel pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsementen el párrafo CUARTO anterior por cuenta del deudor hipotecario.---referred to in paragraph FOURTH hereof for the account of the mortgagor .---Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is held--por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgagee or by an insured lender, may be credite-por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advance--por el acreedor hipotecario por cuenta del deudor hipotecario.---by the mortgagee for the account of the mortgagor .--Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-Any advance by the mortgagee as described in this ---párrafo devengará intereses a razón del SEIS subparagraph shall bear interest at the rate of SIX--6 °/o)---anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment hipperecario lo satisfaga.----Cuaro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier Whether or not the note is insured by the mortgagee, any ---Modo adelanto hecho por el acreedor hipotecario para prima de seguro, repad all amount advanced by the mortgagee for property insurance premiums, repairs,raciones, gravamenes u otra reclamación en protección de los bienes hipotecaliens and other claims, for the protection of the mortgaged property,dos o para contribuciones o impuestos u otro gasto similar por razón de haber



or for taxes or assessments or other similar charges by reason of the---

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón mortgagor's failure to pay the same, shall bear interest at the rate--del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advance---hasta que los mismos sean satisfechos por el deudor hipotecario.---until repaid to the mortgagee .----(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-(Five) All advances made by mortgagee as described in this mortgage,teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipowith interest, shall be immediately due and payable by the mortgagor ----tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at thedesignado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto place designated in the note and shall be guaranteed hereby. No such advance hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgagee shall relieve the mortgagor from breach of his covenantdel convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from theprimeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo first available collections received from mortgagor. Otherwise, any paymentspago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or any --otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to mortgagee secured hereby, in any order mortgagee ----hipotecario determinare. (Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para (Six) To use the loan evidenced by the note solely---los propósitos autorizados por el acreedor hipotecario.---for purposes authorized by mortgagee .-(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-(Seven) To pay when due all taxes, special assessments, liens---menes y cargas que graven los bienes o los derechos o intereses del deudor hipoand charges encumbering the property or the right or interest of mortgagec ---tecario bajo los términos de esta hipoteca.----under the terms of this mortgage. (Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-(Eight) To procure and maintain insurance against fire and other hazards as required----ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bieby mortgagee on all existing buildings and improvements on the pro---aes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y perty and on any buildings and improvements put there on in the future. The insurance against otros riesgos serán en la forma y por las cantidades, términos y condiciones que fire and other hazards will be in the form and amount and on terms and conditionsaprobare el acreedor hipótecario.----approved by mortgagee .-(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) To keep the property in good condition and promptly make all -----reparaciones necesarias para la conservación de los bienes; no cometerá ni percessary repairs for the conservation of the property; he will not commit nor .......... mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá permit to be committed any deterioration of the property; he will not remove nor demolish



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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, building or improvement on the property; nor will he cut or remove wood from the farm minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time------de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time totime may prescribe. tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagorhipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of it----menos que el acreedor hipotecario consienta por escrito en otro método de operaunless mortgagee agrees in writing to any other method of operation--ción o al arrendamiento. ----or lease. (Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require, información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the----la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulationsque asecten los bienes o su uso.---affecting the property or its use. ----(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or nototorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-the security given is being lessened or impaired, and if such inspection or examination shall minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-disclose, in the judgment of mortgagee, that the security given is being lessened——— or imparted, such condition shall be deemed a breach by the deteriorada, tal condición se considerará como una violación por parte del data deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará of the mortgagor to the property, the mortgagor will immediately notify



SLA DEP.

mortgagee of such action, and mortgagee at its option----

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,

podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus may institute the necessary proceedings in defense of its---intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos interest, and any costs or expenditures incurred by mortgagee by said-----para adelantos, gastos y otros pagos. esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-should abandon the property or voluntarily deliver it to mortgagee, res para tomar posesion de los bienes, arrendarlos y administrar los bienes y cobrar to take possession of the property, to rent and administer the same and collect sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the gastos de cobro y administración y en segundo término al pago de la deuda eviden-costs of collection and administration and secondly to the payment of the debt evidenced------ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a tipo de interés y términos razonables para préstamos por tiempo y propósitos rate of interest and reasonable periods of time and purposes,-----y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesaid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to (Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas (Sixteen) Should default occur in the performance or discharge of any obligation secured-----o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado or in any supplementary agreement, or die or be declared an



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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned. vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) todeclarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness---al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium, seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) de solicitar la protección de la ley.----request the protection of the law.----(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-of this mortgage and of the note and of any supplementary agreement, including cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-the costs of survey, evidence of title, court costs, recordation fee and



Salar Prediction of the Co.

(Dicciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

rarios de abogado.----attomey's fees.-----

strantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del depred hereby, and without affecting the lien created upon isolo property or the priority of

dyamen, el acreedor hipotecario es por la presente autorizado y con poder en

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obliany time (one) waive the performance of any covenant or obligation.

negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor anyindulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbestance or extension of the time for payment of the note (with the consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestaconsent of the holder of the note when it is held by-----mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecaan insured lender) or for payment of any indebtedness to mortgagee rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualhereby secured; or (three) execute and deliver partial releases of anyquier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o part of said property from the lien hereby created or grant deferment or postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre postponement of this mortgage to any other lien overdichos bienes.----parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively in----acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-mortgagee, and no insured lender shall have any right, title or interest tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any such other security instrument shallconstituirá incumplimiento de esta hipoteca.---constitute default hereunder. remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unless otherwise required by law,----será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shall be addressed until some other address is designated in a notice so given,en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, in the case of mortgagee to Farmers Home Administration, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in the----caso del deudor hipotecario, a él a la dirección postal de su residencia según se case of mortgagor to him at the post office address of his residence as statedespecifica más adelante.-----



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el importe de cualquier sentencia obtenido por expropiación forzosa para uso the amount of any judgment obtained by reason of condemnation proceedings for public ----público de los bienes o parte de ellos así como también el importe de la sentencia use of the property or any part thereof as well as the amount of any judgment-recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del received to the payment of costs incurred in its collection and the balance to the payment. pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta of the note and any indebtedness to the mortgagee secured by this---hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario. — mortgage, and if any amount then remains, will pay such amount to mortgagor. ————— SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso SEVENTH: That for the purpose of the first sale to be held in case-----de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen-of foreclosure of this mortgage, in conformity with the mortgage law, as amended,—————— dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma mortgagor does hereby appraise the mortgaged property in the amount de VEINTICINCO MIL DOLARES (\$25,000.00) el predio A y VEINTIOCHO of TWENTY FIVE THOUSANDS DOLLARS (\$25,000.00) form A and TWENTY MIL DOLARES (\$28,000.00) el predio B .-EIGHT THOUSANDS DOLLARS (\$28,000.00) farm B .-OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be miento y se considerará en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for paydel acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of the ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, Farmers Home Administration now in effect, and to its future regulations no inconsistentes con los términos de esta hipoteca, así como también sujeta a not inconsistent with the provisions of this mortgage, as well as to thelas leyes del Congreso de Estados Unidos de America que autorizan la asignación laws of the Congress of the United States of America authorizing the making and y aseguramiento del préstamo antes mencionado.---insuring of the loan hereinb fore mentioned .---NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:-NINTH: The amounts guaranteed by this mortgage are as follows:---Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de One. At all times when the note mentioned in paragraph THIRD of-hipotecario cediere esta hipoteca sin asegurar el pagareé 1 STETE MIL DOLARES (\$7,000.00-SEVER THOUSANDS-DOLLARS (\$7,000.00of principal de dicho pagaré, con sus intereses según estipulados a razón del the principal amount of said note, together with interest as stipulated therein at the rate of o/o) anual; por ciento ( per cent 4... o/o) per annum;



Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado: Two. At all times when said note is held by an insured lender:
(A) SIETE MIL————————————————————————————————————
DOLARES (\$ 7,000.00—— DOLLARS (\$ 7,000.00——
para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado for indemnifying the mortgagee for advances to the insured lender———————————————————————————————————
por motivo del incumplimiento del deudor hipotecario de pagar los plazos segun by reason of mortgagor's failure to pay the installments as
se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO, specified in the note, with interest as stated in paragraph SIXTH,
Tercero;
(B) DIEZ MIL QUINIENTOS————————————————————————————————————
DOLARES (\$ 10,500.00
para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda for indemnifying the mortgagee further against any loss it might————————————————————————————————————
sufrir bajo su seguro de pago del pagarésustain under its insurance of payment of the note;
Tres. En cualquier caso y en todo tiempo; Three. In any event and at all times whatsoever:
(A) DOS MIL OCHOCIENTOS DOLARES————————————————————————————————————
(\$ 2,800.00 ) para intereses después de mora: ) for default interest;
(B) MIL CUATROCIENTOS DOLARES
(\$1,400.00) para contribuciones, seguro y otros adelantos para la con- \$1,400.00
servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo and protection of this mortgage, with interest at the rate stated in paragraph
SEXTO, Tercero;
(C) SETECIENTOS DOLARES————————————————————————————————————
(\$ 700.00—————) para costas, gastos y honorarios de abogado en caso (\$ 700.00————) for costs, expenses and attorney's fees in case————
de ejecución;of foreclosure:
(D) SETECIENTOS DOLARES————————————————————————————————————
(\$ 700.00) para costas y gastos que incurriere el acreedor hipoteca- 700.00) for costs and expenditures incurred by the mortgagee in
rio en procedimientos para defender sus intereses contra cualquier persona que inter- proceedings to defend its interests against any other person interfering with
venga o impugne el derecho de posesión del deudor hipotecario a los bienes según or contesting the right of possession of mortgagor to the property as
se consigna en el párrafo SEXTO, Trece.———————————————————————————————————



Forma FmHA 427-1(S) PR (Rev. 10-82)

	DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO TENTH: That the note(s) referred to in paragraph THIRD					
	de esta hipoteca es (son) descrito(s) como sigue:					
	"Pagaré otorgado en el caso número "Promissory note executed in case number					
	fechado el día dieclocho dated the eighteen					
	de mil novecientos————————————————————————————————————					
	ochenta y ocho					
	(\$7,000.00) dólares de principal más of principal plus					
	interests sobre el balance del principal adeudado a razón del SEIS interest over the unpaid balance at the rate of SIX					
	6%					
	hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi- until the principal is totally paid according to the terms, installments,————————————————————————————————————					
ciones y estipulaciones contenida en dicho pagaré y según acordados y co conditions and stipulation contained in the promissory note and as agreed— entre el Prestatario y el Gobierno; excepto el pago final del total de la de between the borrower and the Government, except that the final installment of the representada, de no haber sido satisfecho con anterioridad, vencerá y sera enlire debt herein evidenced, if not sooner paid, will be due———————————————————————————————————						
						a los SIETE (7) and payable SEVEN (7)
						años de la fecha de este pagaré.————————————————————————————————————
	Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el Said promissory note is given as evidence of a loan made by the					
	Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Government to the borrower pursuant to the law of the Congress of the United					
	Unidos de América denominada "Consolidated Farm and Rural Development Act States of America known as "Consolidated Farm and Rural Development Act					
	of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según of 1961" or pursuant to "Title V of the Housing Act of 1949, as-					
	han sido enmendadas y está sujeto a los presentes reglamentos de la Administración amended, and is subject to the present regulations of the Farmers.					
	de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Home Administration and to its future regulations not inconsistent with the					
1	Micy. De cuya descripción, yo, el Notario Autorizante, DOY FE.					
1	NDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se ELEVENTH: That the property object of this deed and over which					
F.	constituye Hipoteca Voluntaria, se describe como sigue:					



"RUSTICA: Situada en el Barrio Mameyes, lugar denominado-LIMON, del término municipal de Jayuya, Puerto Rico, dedicada a--café, guineos y pastos, compuesta de CUATRO CUERDAS y OCHENTA Y-DOS CENTIAREAS; iguales a Una hectárea, Ochenta y Nueve áreas y----Cuarenta y Tres centiáreas. En LINDES por el NORTE, con Juan-Bautista y Francisca Salgado; por el SUR, con José Batler y---Joaquín Rodríguez Prancisco; por el ESTE y OESTE, con tierras de--Loreto y Francisca Salgado."----B----Inscrite al folio Cien (100), del tomo Ochenta y Uno (81) de---Jayuya, finca número Cuatrocientos Noeventa y Uno (491).---Enclava en dicha propiedad una casa de vivienda.---"RUSTICA: Radicada en el Barrio MAMEYES, lugar denominado---LIMON, del término municipal de Jayuya, Puerto Rico, compuesta de-SIETE CUERDAS punto CUATROCIENTOS CINCUENTA CENTESIMAS DE OTRA;--equivalentes a VEINTINUEVE MIL DOSCIENTOS OCHENTA Y UNO, punto---CUATROCIENTOS CINCO METROS CUADRADOS; dedicado a café, guineos y-pastos. En lindes: por el NORTE, con Joaquin Rodríguez Francisco; por el SUR, ESTE y OESTE, con tierras de la cual esta parcela essegregación."------Inscrita al folio Doscientos Treinta y Nueve, del tomo Dicz Borrower acquired the described property by purchasesegún consta de la Escritura Número Sesenta y Guatro y Cincuenta y Dospursuant to Deed Number Sixty Four and Fifty Two--de fecha veintiuno de mayo de mil novecientos cincuenta y uno y mueve dated Hay twenty one, nineteen hundred and fifty one and nine day of de junio de mil novecientos setenta y ocho,-----executed in the city of Utuado, Puerto Rico, ----ante el Notario Francisco R. Flores y Luis Péres Matos, respectivamente before Notary Francisco R. Flores and Luis Persz Matos, respectively. Dicha propiedad se encuentra a varias hipotecas a favor de ESTADOS UNIDE Said property is affected to several mortgages in favor of UNITED STATE DE AMERCI, digo, AMERICA. ---OF AMERICA. --DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-TWELFTH: The parties appearing in the present deed as Mortgagors carios ANTONIO ESCOMALES PAGAN, y su esposa, MARIA M. RIVERA---ANTONIO ESCOBALES PAGAN, and his wife, MARIA M. RIVERAmayores de edad, propietarios y vecinos de Jayuya, Puerto Rico,--of legal age, owners and residents of Jayuya, Puerto Rico,cuya dirección postal es: Bo. Mameyes, Jayuya, Puerto Rico. ---whose postal address is: Mameyes, Jayuya, Puerto Rico. -----DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado THIRTLENTH: The proceeds of the loan herein guaranteed was used or will be used



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Forma FmHA 427-1(S) PR (Rev. 10-82)

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para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones for agricultural purposes and the construction and/or repair or improvement of the physicalfísicas en la finca(s) descrita(s).-installations on the described farm(s).----DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-FOURTEENTH: The borrower will personally occupy and use any structure----tura que haya sido construída, mejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the loanaquí garantizado y no arrendará o usará para otros fines dicha estructura a menos herein guaranteed and shall not lease or use for other purposes said structure unlessque el Gobierno lo consienta por escrito. La violación de esta clausula como la the Government so consents in writing. Violation of this clause as well asviolación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause herein contained will causevencimiento de la obligación como si todo el término hubiese transcurrido y en the debt to become due as if the whole term had elapsed and theaptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la Government at its option may declare due and payable the loan and proceed toejecución de la hipoteca.---the to relesure of the mortgage. DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción FIFTEENTH: This mortgage expressly extends to all construction -o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcor building existing on the farm(s) hereinbefore described and all improvement,ción o edificación que se construya en dicha finca(s) durante le vigencia del présconstruction or building constructed on said farm(s) while thetamo hipotecario constituido a favor del Gobierno, verificada por los actuales mortgage loan constituted in favor of the Government is in effect, made by the present---ducños deudores o por sus cesionarios o causahabientes.----owners or by their assignees or successors.-DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada SIXTEENTH: The mortgagor by these presents hereby waives jointly and-y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o severally for himself and on behalf of his heirs, assignees, successors orrepresentantes a favor del acreedor (ADministración de Hogares de Agricultores), representatives, in favor of mortgagee (Farmers Heme Administration)cualquier derecho de Hogar Securo (Homestead) que en el present o en el futuro any Homestead right (Homestead) that presently or in the future quidiera tener en la propiedad descrita en el párrafo undécimo y en los edificios the may have in the property described in paragraph eleventh and in the buildings----filli enclavados o que en el futuro fueran construídos; renuncia esta permitida thereon or which in the future may be constructed; this waiver being permitted --a favor de la Administración de Hogares de Agricultores por la Ley Número trece in favor of the Farmers Home Administration by Law Number Thirteen-(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31 (13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31---L.P.R.A. (851)-----L.P.R.A. 1851).-DECIMO SEPTIMO: El acrcedor y el deudor hipotecario convienen en que cual SEVENT: ENTH: Mortgagee and mortgagor agree that any --quier estufa, horno, calentador comprado o financiado total o parcialmente con stove, oven, water heater, purchased or financed completely or partially with-----

fondos del préstamo aquí garantizado, se considerará e interpreterá como parte funds of the loan herein guaranteed, will be considered and understood to form part --de la propiedad gravada por esta Hipoteca. DECI: 10 OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse EIGHTEENTH: The mortgagor agrees and obligates himself to movea ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta and occupy the property object of this deed within the following sixty ---vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo beyond his control which would impede him to do so, he will----notificarà por escrito al Supervisor Local,----notify it in writing to the County Supervisor .---DECIMO NOVENO: Toda mejora, construcción o edificación que se construya NINETEENTH: All improvement, construction or building constructed -en dicha finca durante la vigencia antes mencionada deberá ser construída previaon said farm(s) during the term hereinbefore referred to, must be made with the previous autorización por escrito del acreedor hipotecario conforme a los reglamentos preconsent in writing of mortgagee in accordance with present regulationssentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y or future ones that may be promulgated pursuant to the tederal andlocales no inconsistentes o incompatibles con las leyes actuales que gobiernan local laws not inconsistent or incompatible with the present laws which governestos tipos de préstamos.---these types of loans .-VIGESIMO: Este instrumento garantiza asímismo el reccate o recuperación de TWENTIETH: This instrument also secures the recapture ofcualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios any interest credit or subsidy which may be granted to the borrower(s) by the por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código Government pursuant to Forty-Two de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)----U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)--------VIGESIMO PRIMERO: El número de seguro social de Antonio-----TWENTIETH FIRST: The social security number of Antonio-Escobales Pagán es el Escobales Pagán is y el de María M. Rivera e<u>s el</u> Tres and the María M. Rivera Three ---VIGESIMO SEGUNDO: Para efectos de la Ley Hipotecaria se------ TWENTIETH SECOND: For mortgage Law effects-distribuye la responsabilidad hipotecaria de la siguiente manera: the mortgage responsability will be distribute as follows:-La finca A responderá en TRES MIL DOLARES (\$3,000.00) y la finca-Farm A will respond in THREE THOUSANDS DOLLARS (\$3,000.00) and farm B responderá en TRES, digo CUATRO MIL DOLARES (\$4,000.00).----B will respond in FOUR THOUSANDS DOLLARS (\$4,000.00).----







---VIGESIMO TERCERO: Por tratarse de un préstamo de------- TWENTIETH THIRD: For been this loan for---recursos limitados, según indicado en el pagaré, el Gobierno limited resources, as indicated on the note, the Governmentpuede cambiar el porciento de interés de acuerdo con los---can change the percent rate according with the---reglamentos de la Administración de Hogares de Agricultores. regulations of Farmers Home Administration.--------ACEPTACION--------ACCEPTANCE-------Los otorgantes aceptan la presente escritura en la forma---- The appearing parties ACCEPT this deed in the manner-redactada, por ser conforme a lo por ellos convenido. drawn, for been according with all they was suitabled.--------YO, EL NOTARIO, hiceles las advertencias legales------- I, THE NOTARY, have made to them the pertinent legal---pertinentes y bien impuestas, con excepción de DON ANTONIO warnings, except to ANTONIO---ESCOBALES PAGAN, quien dice no saber firmar, a sus ruegos, a ESCOBALES PAGAN, who said that he do not know sign, for---la vez como testigo instrumental compareca MILDRED ROLDAN--his request, also as witness appear: MILDRED ROLDAN-----RODRIGUEZ, mayor de edad, soltera, empleada y vecina de Jayuya, RODRIGUEZ, of legal age, single, employed and resident of Jayuya, Puerto Rico. Puerto Rico. --- PREVIA lectura que a todos hice en alta y clara voz y en ---Previous reading that I made in loud and clear voice, inun sólo acto de esta escritura, porque renunciaron alonly one act of this deed, because they waved his----derecho que les advertí tenían de hacerlo por sí mismos, YO, right to do so of which I, advised them, I-----EL NOTARIO, de todo lo consignado en este Instrumento----the Notary, to everything consigned on this deed-----Público, al cual cancelará los sellos correspondientes de--on which I, cancel the respective seals from----Rentas Internas y el Impuesto Notarial del Colegio de Internal Revenue and the Notarial tax of the-Abogados de Puerto Rico, así como de haber estampado el-Attorney's College of Puerto Rico, as soon as he had----otorgante que dijo no saber firmar, sus huellas digitales--placed the party that said do not know to sign, his-----

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de los dedos pulgares de éstos últimos al margen de todos y fingerprint, at margen of all----cada uno de los folios de esta escritura, YO, EL NOTARIO, pages of this deed, I, THE AUTHORIZING NOTARY, ----DOY FE. ----GIVE FAITH. FIRMADO: MILDRED ROLDAN RODRIGUEZ----HUELLAS DE: ANTON...
FIRMADO POR: MARIA M. RIVERA---Se encuentran cancelados los correspondientes sellos de Rentas Internas y el sello del Impuesto Notarral. Concuerda bien y ficiminate con la escritura matriz que bajo el número indicado obra en el protreolo de instrumentos matriz que bajo el número indicado obra en el protreolo de instrumentos de la concuerda a mi cargo, y a que meltenito. En fe de ello, y finale de la concuerda de la concuerda su de la concuerda su de la concuerda de l matriz que bajo el número indicado obra en el proteccio de inserumentos públicos de estarnotaría a mi cargo, y a que meltenito. En fe de ello, y para entregar a de entreg Francisco A. Delgado Martinez Abnondo-Notario SLA DEP.

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TIME TO THE PARTY OF THE PARTY
FINANDO: MILDUED RODRIGUEZ
HUBLIAS DE: AUTOMTO ESCOBALES LACAU-
Till   Firmada, signada, sellado y rubritado: Entrelaco A. Delgado Martíne:     Firmada, sellado y rubritado: Entrelaco A. Delgado Martíne:       Firmada fancendo dos correspondientes sellos de Romas fancendo y el sello del happeaco Entrelaco dos bien y di bromo con la escritara
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	ESCRITURA NUMERO DOSCIENTOS OCHO
	REAMORTIZACION Y MODIFICACION DE HIPOTECA
	En la Ciudad de Jayuya, Puerto Rico, a los diez y
Total Contract	nueve días de el mes de octubre de mil novecientos-
200 OF STREET	noventa y cuatro
	ANTE MI
The second second	MIGUEL TORRES MALDONADO, Abogado y Notario Público-
address of the Australia	de Puerto Rico, con residencia, vecindad y estudio-
***************************************	abierto en esta Ciudad de Utuado, Puerto Rico
-	COMPARECEN
-	DE LA PRIMERA PARTE:-Los esposos ANTONIO ESCOBALES-
	PAGAN Y MARIA MAGDALENA RIVERA CASTELLANO, mayores-
	de edad, agricultor él, ama de casa ella y vecinos-
1	de Jayuya, Puerto Rico, Seguro Social números
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And the state of t	DE LA SEGUNDA PARTE:-LOS ESTADOS UNIDOS DE AMEIRCA,
management of the state of the	DE LA SEGUNDA PARTE:-LOS ESTADOS UNIDOS DE AMEIRCA, actuando por conducto y a través de la Administra
management and a did 1977 to the second seco	DE LA SEGUNDA PARTE:-LOS ESTADOS UNIDOS DE AMEIRCA, actuando por conducto y a través de la Administra-ción de Hogares de Agricultores, a tenor con laa
may proposed and a color of a 177 for the color of the co	DE LA SEGUNDA PARTE:-LOS ESTADOS UNIDOS DE AMEIRCA, actuando por conducto y a través de la Administra-ción de Hogares de Agricultores, a tenor con lasdisposiciones de las Leyes del Congreso títuladas
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may produce and the second of	DE LA SEGUNDA PARTE:-LOS ESTADOS UNIDOS DE AMEIRCA, actuando por conducto y a través de la Administra-ción de Hogares de Agricultores, a tenor con laa-disposiciones de las Leyes del Congreso tituladas-"Consolidated Farmers Home Administration Act of1961" y/o Ley de Hogares de 1949, según ha sido
	DE LA SEGUNDA PARTE:-LOS ESTADOS UNIDOS DE AMEIRCA, actuando por conducto y a través de la Administra-ción de Hogares de Agricultores, a tenor con las-disposiciones de las Leyes del Congreso tituladas-"Consolidated Farmers Home Administration Act of1961" y/o Ley de Hogares de 1949, según ha sidoenmendadas, con oficinas principales en Washington,
	DE LA SEGUNDA PARTE:-LOS ESTADOS UNIDOS DE AMEIRCA, actuando por conducto y a través de la Administra-ción de Hogares de Agricultores, a tenor con las-disposiciones de las Leyes del Congreso tituladas-"Consolidated Farmers Home Administration Act of1961" y/o Ley de Hogares de 1949, según ha sidoenmendadas, con oficinas principales en Washington,
	DE LA SEGUNDA PARTE:-LOS ESTADOS UNIDOS DE AMEIRCA, actuando por conducto y a través de la Administra-ción de Hogares de Agricultores, a tenor con las-disposiciones de las Leyes del Congreso tituladas-"Consolidated Farmers Home Administration Act of1961" y/o Ley de Hogares de 1949, según ha sidoenmendadas, con oficinas principales en Washington, Distrito de Columbia, Estados Unidos de América,
	DE LA SEGUNDA PARTE:-LOS ESTADOS UNIDOS DE AMEIRCA, actuando por conducto y a través de la Administra-ción de Hogares de Agricultores, a tenor con laa-disposiciones de las Leyes del Congreso titulades-"Consolidated Farmers Home Administration Act of1961" y/o Ley de Hogares de 1949, según ha sidoenmendadas, con oficinas principales en Washington, Distrito de Columbia, Estados Unidos de América,impresentado en este acto por don FELIPE ORTIZ,impro de edad, casado, empleado y vecino de Jayuya,
	DE LA SEGUNDA PARTE:-LOS ESTADOS UNIDOS DE AMEIRCA, actuando por conducto y a través de la Administra-ción de Hogares de Agricultores, a tenor con las-disposiciones de las Leyes del Congreso tituladas-"Consolidated Farmers Home Administration Act of1961" y/o Ley de Hogares de 1949, según ha sidoenmendadas, con oficinas principales en Washington, Distrito de Columbia, Estados Unidos de América,enpresentado en este acto por don FELIPE ORTIZ,integor de edad, casado, empleado y vecino de Jayuya,

cuyas facultades para este acto constan de la dele-gacion de poder conferida por el Administrador de--la Administración de Hogares de Agricultores, y---cuyas facultades constan debidamente acreditadas enel Registro de la Propiedad.---------DOY FE-----Del conocimiento personal de los comparecientes y -por sus dichos con relación a su edad, estado----civil, profesión y vecindad. Asegura tener y a mi-juicio tienen la capacidad legal necesaria para---este otorgamiento y en tal virtud, libremente---------EXPONEN-----PRIMERO:-Que los comparecientes de la primera parteson dueños en pleno dominio de las siguientes-----propiedades:-----"A" RUSTICA:-Situada en el Barrio Mameyes, lugar---denomindado Limón, del término municipal de Jayuya,-Puerto Rico, dedicada a cafá, guineos y pastos, com-puesta de CUATRO CUERDAS Y OCHENTA Y DOS CENTIAREAS-IGUALES a una hectárea, ochenta y nueve áreas y cua-renta y tres centiáreas. En LINDES:-por el Norte,-con Juan Bautista y Francisca Salgado; por el Sur,con José Batler y Joaquín Rodriguez Francisco; por-el Este y Oeste, con tierras de Loreto y Francisca--Salgado".------Inscrita al folio cien (100) del tomo ochenta y--uno (81) de Jayuya, finca número cuatrocientos ----noventa y uno (491).-------Enclava en dicha propiedad una casa de vivienda.--229 uto "B" RUSTICA:-Radicada en el Barrio Mameyes, lugar--denominado Limón, del término municipal de Jayuya,--PUERTO RICO, COMPUESTA DE SIETE CUERDAS PUNTO CUA--TROCIENTOS CINCUENTA CENTESIMAS DE OTRA, equivalen-tes a VEINTINUEVE MIL DOSCIENTOS OCHENTA Y UNO----PUNTO CUATROCIENTOS CINCO METROS CUADRADOS, dedicado a café, guineos y pastos. En LINDES:-por el Norte,-con Joaquín Rodriguez Francisco; por el Sur, Este y-Deste, con tierras de la cual esta parcela es segre-gación".---de tomo diez (10) de Jayuya, finca número cuatro--clim tos ochenta y nueve (489).-----SECONDO:-Adquirieron los comparecientes de la primera parte las propiedades antes descritas mediante---OGAUTU escritura pública número doscientos cincuenta y--

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siete (257) otorgada en Jayuya, Puerto Rico, el díaquince de noviembre de mil·novecientos setenta y---nueve ante el Notario Público Samuel R. Puig Magaz.-TERCERO:-Las antes descritas propiedades se hallan-afectas a la siguiente hipoteca:-----1) Hipoteca en garantía de pagaré a favor de los Esta dos Unidos de América por la suma principal de-----Siete Mil Dólares (\$7,000.00) constituído el día---diez y ocho de marzo de mil novecientos ochenta y--ocho en la Ciudad de Jayuya, Puerto Rico mediante--la escritura pública número cuarenta y cuatro (44)-suscrita ante el Notario Francisco Delgado Martinezcon vencimiento en siete años y devengando intereseses a razón del seis por ciento (6%) anual.----había sido modificada el día------Esta hipoteca, veintidos de febrero de mil novecientos noventa me-diante la escritura pública número veintisiete de eldía veintidos de febrero de mil novecientos noventaante el Notario Rubén Hernández Rosario. Posteriormente esta hipoteca fue nuevamente reamortizada eldia catorce de enero de mil novecientos noventa y--tres a la suma de Seis Mil Setecientos Cuarenta Dólares con Ochenta y Un Centavos (\$6,740.81), inte--reses a razón del cinco por ciento (5%) anual y su-fecha de vencimiento el dia primero de enero del año dos mil cinco, mediante la escritura pública número-seis (6) otorgada en Jayuya, Puerto Rico el día---catorce de enero de mil novecientos noventa y tres-ante el Notario Miguel Torres Maldonado.-----CUARTO:-QUE la Administración de Hogares de Agricul-tores representado por el compareciente de la segunda parte y los comparecientes de la primera parte han agordado MODIFICAR nuevamente la hipoteca constituida sobre las propiedades relacionadas anteriormente y--las subsiguientes reamortizaciones de la siguiente---

SECCION

--a) Se reamortiza esta hipoteca a los efectos de queel principal de la misma sea la suma deSiete Mil Dos cientos Setenta y Cinco Dólares con Noventa y Tres--Centavos (\$7,275.93) en vez de Seis Mil Setecientos-Cuarenta Dólares con Ochenta y Un Centavos (\$6,740.81) como fue últimemente reamortizada.-------b) Se modifica esta hipoteca para que la suma de--Siete Mil Doscientos Setenta y Cinco Dólares con----Noventa y Tres Centavos (\$7,275.93) sea la nueva---tasaciónde esta propiedad a los fines de la primerasubasta que deba celebrarse en caso de ejecución.------c) Se modifica esta hipoteca para que la misma--sea satisfecha mediente los siguientes pagos diferi---1) Pagos anuales de Trescientos Cuarenta y Siete-Dólares (\$347.00) comenzando el día primero de enero de mil novecientos noventa y cinco y así subsi--guientemente pagos anuales por igual cantidad hastael día primero de enero del año mil novecientos no-venta y nueve y luego pagos anuales de Novecientos--Diez y Siete Dólares (\$917.00) el día primero de--enero del año dos mil (2000) y hasta el pago final-del prestamo que será en el término de quince años a partir de esta reamortización.-----QUINTO:-En este acto el compareciente de la segundaparte me muestra a mí el Notario el pagaré original-a que se ha hecho referencia y una vez identificadopor mi el Notario, procedo a anexarle adherido al -mismo una nota que lee como sigue:-----El importe de este pagará y la hipoteca que lo--garantiza reamortizado nuevamente el día diez y nue⇒ ve de octubre de mil novecientos noventa y cuatro-asciende a la suma de Seis Mil Setenta y Cinco Dólares con Veintiocho Centavos (\$6,075.28) de principal



y Mil Doscientos Dólares con Sesenta y Cinco Centavos (\$1,200.65) de intereses acumulados a esta fecha para un total adeudado de Siete Mil Doscientos Setenta y--Cinco Dólares con Noventa y Tres Centavos (\$7,275.93) a cuya cantidad se reamortiza el mismo y que habrá-pagado en pagos anuales diferidos de Tres-de ser cientos Cuarenta y Siete Dólares (\$347.00) comenzando el día primero de enero de mil novecientos noventa y cinco y así subsiguientemente pagos anuales por---igual cantidad el día primero de enero del año mil-novecientos noventa y nueve y luego pagos anuales de Novecientos Diez y Siete Dólares (\$917.00) el dia--primero de enero del año dos mil (2000) y hasta---el pago final del préstamo que será en el término-de quince años a partir de esta reamortización,---devengando intereses al cinco por ciento (5%) anualy todo según consta de la escritura pública número-doscientos ocho (208)----- otorgada en Jayuya,----Puerto Rico el día diez y nueve de octubre de mil-novecientos noventa y cuatro ante el Noterio Público-Miguel Torres Maldonado.----SEXTO:-Por tratarse de un prástamo de recursos----limtiados, según indicado en el pagará el Gobierno-puede cambiar el por ciento de interés de acuerdo--con los reglamentos de la Administración de Hogaresde Agricultorse.----SEPTIMO:-Manifiestan los comparecientes de la primera parte que es de su propio y personal conocimiento todas y cada una de la obligaciones, cláusulas y---estipulaciones contenidas o mencionadas en la escritura de hipoteca relacionada en el párrafo Tercero--de esta escritura y en este acto se obligan a cumplir todas y cada una de las mismas.----OCTAVO:-Así mismo, todas las cláusulas y condiciones expresadas en la escritura original de hipoteca queno han sido cambiadas o modificadas en este acto,--quedarán válidas y subsistentes.-----NOVENO:-Las partes solicitan del Registro de la Propiedad que se sirva inscribir en su día esta reamortización y modificación de hipoteca.-------Los comparecientes aceptan esta escritura en la--forma redactada por hallarla conforme a lo convenido. --Le hice las advertencias de Ley pertinentes al----otorgamiento y previa lectura que de la misma hice a los comparecientes en alta voz, la encontraron con-forme y en su contenido se ratifican firmándola ante mi todos , excepto don Antonio Escobales Pagán,----quien alega no saber firmar y procede a estampar---las huellas digitales de ambos dedos pulgares en---todos los folios de esta escritura y a sus ruegos ycomo testigo firma Brunilda Jaume Torres----quien es mayor de edad, soltera por divorcio,----empleada y vecino de Jayuya, Puerto Rico,-----,- quien estampa----Seguro Social número sus iniciales en todos los folios de esta escritura,-de todo lo cual y de cuanto contiene este instrumento público, Yo, El Notario, DOY FE.-----

FIRMADO:- ANTONIO ESCOBALES PAGANFIRMADO:-MARIA MAGDALENA RIVERA CASTELLANO
FIRMADO:-FELIPE ORTIZFIRMADO:- BRUNILDA JAUME TORRES
FIRMADO, SIGNADO, RUBRICADO Y SELLADO, MIGUEL TORRES MALDONDO, NOTARIO PUBLICO.
Cancelados en el original y en la copia certificada de esta escritura el correspondiente sello del Impuesto Notarial del Colegio de Abogados de Puerto- Rico
Estampadas en todos y cada uno de los folios del original las iniciales del (los) otorgantes y la rúbrica del Notario
CERTIFICO:-Que la que precede es primera copia cer- tificada de su original que bajo el número 208 obra en mi protocolo de instrumentos públicos al cual me remito y para entregar a farmers Home Administration expido la presente en Jayuya, Puerto Rico, hoy día- de su otorgamiento. Esta escritura consta de 06 folios.
higher !
NOTARIO PUBLICO
Mocita allé amde se indica / 2003992
al morgin de cada una de las/
discripciones de las fineas:
alectas a despotuso en garantia de pagares a fanos de
Tetados Unidos de Unerica por las eumas de 41,000/1;
15,000; "7,000; " "3,000% law and han
er do modernados. Utuado, a 8 de movembre de
1994.
Eunta Vous M. le Mallon
Registrationa Registrationa
Jnelles 60
1-26-95

**EXHIBIT 9A** 

#### **CERTIFIED TRANSLATION**

## MIGUEL TORRES MALDONADO ATTORNEY - NOTARY PUBLIC

Doctor Cueto #87

Utuado, Puerto Rico

Telephone 894-3100

Presented 269
Diary 265
Time 1:30
Date Nov 3, 94
Utuado Registry

NUM 208

### DEED OF REAMORTIZATION OF MORTGAGE LOANS AND MORTGAGE MODIFICATION

Granted by

DON ANTONIO ESCOBALES PAGAN AND HIS WIFE DONA MARIA MAGDALENA RIVERA CASTELLANOS

On	Behalf	of

In Jayuya Puerto Rico, on 19 th of Octubre of 1994

(Handwritten at he bottom "4.82 acres #491, 7.450 acres #489")

Copy

# DEED NUMBER TWO HUNDRED EIGHT REAMORTIZATION OF MORTGAGE LOAN AND MORTGAGE MODIFICATION

In the city of Jayuya, Puerto Rico, on the nineteenth day of October of nineteen
hundred ninety four
BEFORE ME
MIGUEL TORRES MALDONADO, Attorney and Notary Public of Puerto Rico with
residence, domicile and offices in the city of Utuado, Puerto Rico.
APPEARING
ON THE FIRST PART: DON ANTONIO ESCOBALES PAGAN, and his wife, DOÑA
MARIA MAGDALENA RIVERA CASTELLANO, of legal age, he a farmer, she a
housewife and domiciled in Jayuya, Puerto Rico, Social Security number
and
AS PARTY OF THE SECOND SIDE: UNITED STATES OF AMERICA, acting
through Farmer's Home Administration according to Congress Act titled Consolidated
Farmer's HomeAdministration Act of 1961or Home Law of 1949, as amended, with
principal offices in Washington, District of Columbia, United States of America,
represented in this act by DON FELIPE ORTIZ, of legal age, married, employee and
domiciled in Jayuya, Puerto Rico, Social Security Number in his character
of Local Supervisor of Farmer's Home Administration, Jayuya Office, whose faculties
are duly delegated and conferred by the Administrator of the Farmers Home
Administration and whose faculties are duly credited in the Property Registry.
ATTEST

Of knowing personally the appearing parties and form their statements, which I judge to			
be true, also of their age, status, occupation and domicile; they assure me that they			
have and to my knowledge they do, the legal capacity necessary for the present			
granting and in virtue thereof they freely:			
STATE			
FIRST: That the appearing first party, are the fee simple owners of the following real			
estate properties:			
"RURAL A: Located at Barrio Mameyes, place			
denominated LIMON. Of the municipality of Jayuya, Puerto			
Rico dedicated to coffee, bananas and pasture; comprised			
by FOUR CUERDAS AND EIGHTY TWO HUNDREDTHS			
OF ANOTHER; equal to one hectare, eighty-nine areas and			
forty-hundredths area. In boundaries: by the NORTH, with			
Juan Bautista and Francisca Salgado; by the SOUTH, with			
José Batler and Joaquín Rodríguez Francisco; by the EAST,			
and WEST with lands of Loreto and Francisca Salgado."			
Registered on Page One Hundred (100), of Volume Eighty One (81) of Jayuya, Lot			
Number Four Hundred Ninety One (491)			
On this lot of land there is a household residence.			
(Handwritten at margin; " page 234 back, volume 119 of Jayuya, 22 <sup>TH</sup> registration, lot			
# 491")			
"RURAL B: Located at Barrio Mameyes, place			
denominated Limon, of the municipality of Jayuya, Puerto			

Rico, comprised by SEVEN CUERDAS POINT FIVE HUNDREDTHS, equivalent to TWENTY NINE THOUSAND TWO HUNDRED EIGHTY ONE POINT FOUR HUNDRED FIVE SQUARE METERS; devoted to coffee, bananas and pasture. In boundaries by the NORTH, with Joaquin Rodriguez Francisco; by the SOUTH, EAST and WEST by the land from which this parcel is segregated."

---Registered at Page Two hundred Thirty Nine (239) of Volume ten (10) of Jayuya, lot Number Four Hundred Eighty Nine (489). -----(Handwritten at margin; "page 229, volume 119 of Jayuya, 21<sup>th</sup> registration, lot # 489") SECOND: The first party acquired the property through public deed number two hundred fifty seven (257) dated November fifteen, nineteen hundred seventy nine, granted in Jayuya, Puerto Rico before Notary Public Samuel R. Puig Magaz. -----THIRD: The properties aforementioned are encumbered by the following mortgages: 1) Mortgage in guarantee of promissory note on behalf of the United States of America, acting through the Farmer's Home Administration, for the principal amount of Seven thousand dollars (\$7,000.00), constituted the eighteenth of March of nineteen hundred eighty eight, in the city of Jayuya and through public deed number forty four (44) constituted before notary public Francisco Delgado Martinez, with due date seven years (7) after it was granted and earning interest a rate of six percent (6%) yearly. -- This mortgage had been modified the twenty-two of February of nineteen hundred nine through public deed number twenty seven (27) subscribed in Jayuya, Puerto Rico before Notary Public Ruben Hernandez Rosario. Later on it was again re-amortized the

--c) This mortgage is modified so it can be repaid in the following differed payments:---

--1) Yearly payments of Three Hundred Forty-seven Dollars (\$347.00) starting on January 1, 1995, and so on with yearly payments on an equal amount until January 1, 1999, and then yearly payments of Nine Hundred Seventeen Dollars (\$917.00) on January 1, 2000 and up to the final payment of the loan which shall be fifteen years from this re-amortization.

FIFTH: In this act the appearing second party showed me the Notary Public the original promissory note to which I made reference and once identified by me the Notary Public, I proceeded to inscribed on it the following note: ------" The amount of this promissory note and the mortgage that guarantees it re-amortized again on January nineteenth of nineteen hundred ninety four, for the amount Six Thousand Seventy Five Dollars and Twenty Eight Cents (\$6,075.28) as principal and One Thousand Two Hundred Dollars and Sixty Five Cents (\$1,200.65) of interest accrued up to that date for a total owed of Seven Thousand Two Hundred Seventy Five Dollars and Ninety Three Cents (\$7,275.93) whose amount will be re-amortized and the same will be paid by differed payments of Three Hundred Forty-seven Dollars (\$347.00) starting as of January 1, 1995 and so on, with yearly payments on an equal amount on January 1, 1999, and then yearly payments of Nine Hundred Seventeen Dollars (\$917.00) on January first of the year 2000 and up to the final payment of the loan which shall be within fifteen years as of this re-amortization, earning interests at five percent (5%) yearly and all as it appears on public deed number two hundred and eight (208), subscribed in Jayuya, Puerto Rico on October 9, 1994 before Notary Public Miguel Torres Maldonado.,-----SIXTH: Since it is a loan of limited resources as indicated in the promissory note, the Government can change the interest rate, according to the regulations of the Farmer's Home Administration. -----SEVENTH: The appearing first party manifests their personal knowledge as to each and every obligation clause and stipulations contained or mentioned in the Deed of

Mortgage related in Third paragraph, and in this act clearly, bind them to comply with
each and every one of them
EIGHTH: At the same time all the clauses and conditions expressed in the original
mortgage deed that have not been changed hereby, will remain valid and subsequent
NINTH: The parties requests of the Real Estate Property Registrar to register today on
its day this re-amortization and modification of mortgage.
The appearing parties accept the present deed in the manner drafted finding it
conforming to what they have agreed
I, made the pertinent legal warnings at the granting and having previously read to
everybody out loud, they find it conforming in its content and they ratify the same by
signing it before me with the exception of DON ANTONIO ESCOBALES PAGAN, who
says he cannot sign, and proceeds to stamp both thumbs in each and every page of this
deed, and by asking as instrumental witness, Brunilda Jaume Torres, of legal age,
single by divorce, Social Security Number -employee and domiciled in
Jayuya, Puerto Rico, who affix his initials on each and every page of this deed, of all
what it is stated in this Public Instrument, I the NOTARY SO ATTEST
SIGNED: ANTONIO ESCOBALES PAGAN
SIGNED: MARIA MAGDALENA RIVERA CASTELLANO. ————————————————————————————————————
SIGNED: FELIPE ORTIZ
SIGNED: BRUNILDA JAUME TORRES
Signed flourished and sealed: MIGHEL TORRES MALDONADO NOTARY PUBLIC

(Signed and sealed) MIGUEL TORRES MALDONADO, Attorney - Notary Public

HANDWRITTEN NOTE: "Registered where it's indicated at the margin of every description of the lots. Both lots encumbered by mortgages on behalf of the United States of America for the amounts of \$41,000.00, \$5,000.00, \$7,000.00 and \$3,000.00 which have been re-amortized. Utuado, November 8. 1994.

Exempt"

Doris M. de Figueroa

(Signed and Sealed) Registrar

01-26-95 (Signed illegible)



The second secon

## Case 3:21-cv-01018 Document 1-17 Filed 01/12/21 Page 1 of 5 EXHIBIT 10

USDA-FmHA			
Fogm FmHA 1940-17	KIND OF LOAN		
(Rev. 10-89)		Type: EM	□ Regular
			☐ Limited
PROMISS	SORY NOTE		Resource
		Pursuant to:	
Name		☐ Consolidated Farm &	k Rural Development Act
ANTONIO ESCOBALES PAGAN		Emergency Agricultural Credit Adjustment	
		Act of 1978	
State	County	ACTION REQUIRING.	NOTE
PUERTO RICO	JAYUYA	A Initial loan	☐ Rescheduling
Case No.	Date	☐ Subsequent loan	☐ Reamortization
	APRI1 28, 1995	☐ Consolidated &	☐ Credit sale
Fund Code		subsequent loan	Deferred payments
	Loan No.	☐ Consolidation	Debt write down
43	21	Conservation	
		easement	
of the United States of America, acting (herein called the "Government"), or its		ation, United States Dep	artment of Agriculture,
, oi	at such other place as the Government n	nay later designate in writi	ing, the principal sum of
THIRTEEN THOUSANDS SIX HUN			
12 610 00			
(\$_13,610.00	), plus interest	on the unpaid principal	balance at the RATE of
THORE AND THIDD OTAPTED		3 7500	
THESE AND THERD QUARTER	p	ercent (	%) per annum and
			*****
		dollars (\$	)
of Noncapitalized interest. If this not	e is for a Limited Resource loan (ind	icated in the "Kind of I	oan" box above) the
Government may CHANGE THE RA	TE OF INTEREST, in accordance with	th regulations of the Far	mers Home Adminis-
tration, not more often than quarterly	y, by giving the Borrower thirty (30)	days prior written notice	e by mail to the Bor-
rower's last known address. The new i Home Administration for the type of lo	nterest rate snall not exceed the highest	t rate established in regul	ations of the Farmers
rome Rummstration for the type of it	an indicated above,		
Principal and interest shall be paid	Lin 21 installments as	!==d!	1101 11 1100
rate of interest, on or before the follow		mulcated below, except as	s modified by a different
<u>\$_1.00</u>	on 01-01-96; \$ 1.00 01-01-98; \$ 1.00	_	01-01-97
s_1.00	on 01-01-98 ; 1.00		on <u>01-01-99</u>
<u>\$_1.00</u>	on 01-01-00 ; 1,373.00		"" <del>01-01-01</del> "
\$	on;\$		on;
\$	on;\$		on;
\$	on:\$		,
and \$ 1,373.00	thereafter on 1-1- o	f each year until the princi	nal and interest are fully
paid except that the final installment o	f the entire debtedness evidenced hereb	y, if not sooner paid sh	all be due and navable
years from the date of this i	rote, and except that prepayments may	be made as provided bel	low. The consideration
for this note shall also support any agre	ement modifying the foregoing schedul	e of payments.	
- · · · · ·		• •	

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Records of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, to be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
LOAN NO.	*	970	, 19		, 19
	3	%	, 19		, 19
	\$	70	, 19		, 19
	\$				, 19
	\$	%	, 19		. 19
	\$	970	, 19		, 19
	\$	70	, 19		ļi
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, 1990, or two years after the Soil Conservation form the highly erodible land conservation restrictions found in the Borrower further agrees that Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly rerodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's re

#### Case 3:21-cv-01018 Document 1-17 Filed 01/12/21 Page 3 of 5

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

+	ANTONIO	ESCOBALES	PAGAN



(Borrower)

Maria Magdalena Rivera Castellano (Co-Borrower)

HC-01 Box	5204	 
Jayuya, PR	00664	

#### RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
<b>\$</b> 13,610.00		S		\$	
\$		S		\$	W
\$		s		\$	
2		S		\$	
TOTAL			TOTAL	S	

### Anejo al Pagaré o Convenio de Subrogación para el Programa Para Posponer Plazos Debido a el Desastre

Fecha:

23 de noviembre de 1999

Número de caso:

Nombre: Antonio Escobales Pagán

Pagaré o Convenio de Subrogación:

Código de Fondo

Número de Préstamo

Fecha

Cantidad

43

21

04-28-95

\$13,610.00

Este anejo enmienda el pagaré o convenio de subrogación indicado arriba para establecer los términos y condiciones de la posposición del plazo descrito adelante:

Número de Designación del Desastre:

M3031

Fecha del plazo a ser pospuesto:

01-01-2000

Cantidad del plazo a ser pospuesto:

\$1.00

Cualquier cantidad de principal a ser pospuesta continuará acumulando intereses al mismo tipo de interés que se le cargue a la parte no pospuesta de la deuda.

Este anejo no cambia ninguno de los términos y condiciones del pagaré o convenio de subrogación.

El prestatario abajo firmante o cualquier co-deudor está de acuerdo en pagar el plazo pospuesto, más cualquier interés acumulado sobre el principal pospuesto, en o antes de la fecha de vencimiento del préstamo, según establecido en el pagaré o convenio de subrogación enmendado.

Si se restructura el pagaré o convenio de subrogación a través del Programa de Servicios primarios en un futuro, éste anejo se considerará cancelado automaticamente y la cantidad pospuesta se incluirá como parte del total de la deuda restructurada.

El prestatario abajo firmante entiende que al firmar éste anejo está de acuerdo en qué se le dará de baja a cualquier solicitud pendiente de servicios y de preservación de préstamos. Esto no afecta la elegibilidad futura para servicios primarios o de preservación de préstamo.

y Marca:

Testigo de la marca

Ham Rines Manna Mirero

FMHA INSTRUCTION 1951-T

# Addendum to the Promissory Note or Assumption Agreement for the Disaster Set-Aside Program

Date: November 23, 1999

Case Number:



Name: Antonio Escobales Pagán

Promissory Note or Assumption Agreement:

Fund Code Loan No. Date Amount
43 21 04-28-95 \$13,610.00

This addendum amends the above-described promissory note or assumption agreement to set forth the terms and conditions for set-aside of the installment described below.

Disaster Designation Number...... M3031

Date of Scheduled Installment Set-Aside...... 01-01-2000

Amount of Installment Set-Aside:....\$1.00

Any principal amount set-aside will continue to accrue interest at the same rate being charged the non-set-aside portion of the note.

This addendum does not change any of the terms or conditions of the promissory note or assumption agreement.

The undersigned borrower and any cosigners hereby agree to pay the installment being set-aside, plus any accrued interest on the principal amount set-aside, on or before the final due date of the loan, as set forth on the note or assumption agreement being amended.

If the promissory note or assumption agreement is later restructured through primary loan servicing, the addendum will automatically be considered cancelled and the amount set-aside will be included in the total debt restructured.

The undersigned borrower understands that by signing this addendum he/she is agreeing to the withdrawal of any pending request for primary and preservation loan servicing. This withdrawal does not affect the undersigned's future eligibility for primary and preservation loan servicing.

Borrower

Co-Borrower

(8-01-97) FSA PN No. 10

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la misma fecha de su otor apperars certar co:	abril de mil novecientos noventa y cinco (1995)
To the second se	BEFORE ME
SOTO HEADER	JAIME O. RIVERA SOTOMAYOR
NOT ALL STATE TO ALL THE ALL T	Abogado y Notario Público de la Isla de Puerto Rico con residencia en JAYUYA, ~~ Attorney and Notary Public for the Island of Puerto Rico, with residence in
OCADO-NOTAR	PUERTO RICO y oficina en and office in JAYUYA,Puerto Rico.
١	COMPARECENAPPEAR
MMRC	Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina- The persons named in paragraph TWELFTH of this mortgage———————————————————————————————————
mmkc D.P.S.J	dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinafter called the "mortgagor" and whose personal circumstances————————————————————————————————————
	aparecen de dicho párrafo. ————————————————————————————————————
. / /	Doy fe del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their—
	de su edad, estado civil, profesión y vecindad. statements which I believe to he true of their age, civil status, profession and residence.
	Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in sull enjoyment of their civil rights and the cadministration DE LA PA
	de sus bienes y teniendo a mi juicio la capacidad legal necesaria para Ostrotorga- of their property, and they have, in my judgment, the free stay legal capacity to Romethia
	miento. — voluntary mortgage. — C. C. C.
	WITNESSETH CONTRACTOR OF CONTR
,	PRIMERO: El deudor hipotecario es duello de la final d
	párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same
	denominada de aquí en adelante "los bienes".
N/	SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravamenes que SECOND: That the property mortgaged herein is subject to the liens
O. RIVERA SOT	se especifican en el párrafo UNDECIMO.
	TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States
The state of the s	1 of American and a second and
6400-NOT	res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hercinafter called the "mortgagee" in connection with—
A A	hereinafter called the "mortgages" in Counterion with
PHO CADO-NOT	

n préstamo o prestamos evidenciado por uno o más pagarés o convenio de sub- loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)	
ogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por creinafter called "the note" whether one or more. It is required by	,
Gobierno que se hagan pagos adicionales mensuales de una doceava parte de .c. Government that additional monthly payments of one-twelfth of the	\
; contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se	
ayan estimado sobre la propiedad hipotecada.	$\mathcal{N}_{\mathcal{I}}$
UARTO: Se sobreentiende que:	
Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la	280
arma de principal especificada en el mismo, concedido con el propósito y la inten- rincipal amount specified therein made with the purpose and intention-	
ion de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y	)6
segurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno noure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-Oncome	
cosolidando la Administración de Hogares de Agricultores o el Título Quinto de cosolidating the Farmers Home Administration or Title Five of-	
a Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda- la Housing Act of Nineteen Hundred and Forty-Nine, as amended	
J ,c,	
(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Dos) When payment of the note is guaranteed by the mortgagee	
ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn,	mmkc
Sometamista asegurado.	97 T.A.D
(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acreedor hipotecario hipo	
or hipotecario otorgará y entregará al prestamista asegurado conjuntamente con critosce will execute and deliver to the insured lender along	·
pagaré un endoso de seguro garantizando totalmente el pago de principal e In- con the note an insurance endorsement insuring the payment of the note fully as to principal	
eses de dicho pagaré.	Jana Jana Jana
(Chatro) En todo tiempo que el pago del pagaré esté asegurado por el acroedor sour) At all times when payment of the note is insured by the mortgagee,——————————————————————————————————	
mortgagee by agreement with the insured lender	RIVERA SO
terminarán en el endoso de seguro la porción del pago de intereses del pagaré et forth su the insurance endorsement will be entitled to a specified portion of the interest pay-	WE CATA S
conceserá designada como "cargo anual".	
Onco) Una condición del aseguramiento de pago del pagaré será de que el tene-	TO CADO NOTA
dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales will forego his rights and remedies against the mortgagor and any	WERA 30
JAIME SAIME	OMATOR
	MOENTO PIONO

focus FmHA 427-1(S) PR (Ray.:10-82)



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RIVERA SQ

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os en relación con dicho préstamo a omo también a los beneficios thers it connection with mid loan, as well as any benefitde esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any cualquier convenio suplementario por parte del deudor .--tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the que el acreedor 'apotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee should assign this mortgage without insurance of the note, this mortgage mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach tode la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debt----constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgagee contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-gainst loss under its insurance endorsement by reason of any default imiento por parte del deudor hipotecario. sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-la held by the mortgagee, or in the event the mortgagee cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-amount of the note 24 specified in subparagraph (one) of paragraph NINTH-NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein,——— (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-(b) at all times when the note is held by an insured lender, in guarantee tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specified in subparagraph 9Two of paragraph NINTH hereof. consignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el enhercin to indemnity and save harmless the mortgagee against loss under its—

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualinsurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el event and at all times whatsoever, in guarantee of the additional amounts specified in

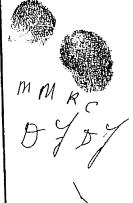
VENO de este, instrumento y para as párrafo (Tres) del párrafo l enbourngraph (Three) of paragraph NINTH hereof, and to secure the-contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por ntained herein or in any supplementary agreement, the mortgagor a presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre tereby constitutes a voluntary mortgage in favor of the mortgagee onass bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereof, together with all rights,derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes ofcrests exsements, hereditaments and appurtenances thereto belonging,los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e the rents, issues and profits thereof and revenues andagreso de los mismos, toda mejora o propiedad personal en el presente o que en become therefrom, all improvements and personal property now or --of futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a Por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación sy virtue of any sale, lease, transfer, conveyance or total or ----ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta therein, it being understood that this lien will continue in full force and effect units que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y sil amounts as specified in paragraph NINTH hereof, with interest before and después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. En caso de ejecución, los bienes responderán del pago del principal, los intereses in case of foreclosure, the property will be answerable for the payment of the principal, interest antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acree-thereon before and after maturity until paid, losses sustained by the der hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual-mortgagee as insurer of the note, taxes, insurance premiums, and— quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagee for the mortgagor's account Epotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, with interest until repaid to the mortgagee, costs, expenses and--ustos y honorarios de abogado del acreedor hipotecario, toda extensión o renotorney's fees of the mortgagee all extensions and renewals of any of ...... and obligations, with interest on all and all other charges and additional adicional especificada en el párrafo NOVENO dé este documento.... SEXTO: El deudor hipotecario expresamente convicte lo siguiente:-SIXTH: That the mortgagor specifically agrees as follows:----(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualqujer deuda (One) To pay promptly when due any indebtedness----- Forma FmHA 427-1(S) PR (Rev. 10-82) DE LA MINISTO RICC

aqui parantizada e indemnizar y conservar libro de pérdida al acreedor hipotecario to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, the deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee,--hipotecario como agente cobrador del tenedor del mismo.----as collection agent for the holder .---(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisaly cualquier cargo por delincuencia requerido en el presente o en el futuro por los : and any deliquency charges, now or hereafter required by--reglamentos de la Administración de Hogares de Agricultores.---regulations of the Farmer's Home Administration. rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, lessla cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holderdel pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsementen el párrafo CUARTO anterior por cuenta del deudor hipotecario.----referred to in paragraph FOURTH hereof for the account of the mortgagor .---Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is held-por el acreedor hipotecario por cuenta del deudor hipotecario.---by the mortgaged for the account of the mortgagor .---Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-Any advance by the mortgagee as described in this--párrafo devengará intereses a razón del TRES PUNTO SETENTA Y CINCO--subparagraph shall bear interest at the rate of por ciento ( 3.75-- °/o)----anual a partir de la fecha en que venció el pago hasta la fecha en que el deudo per annum from the date on which the amount of the advance was due to the date of paymen hipotecario lo satisfaga.----to the mortgagee ....-(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquie (Four) Whether or not the note is insured by the mostgagee, any o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa and all amount advanced by the mortgagee for property insurance premiums, repairs, raciones, gravántenes u otra reclamación en protección de los blenes hipotec: liens and other claims, for the protection of the mortgaged property, dos o para contribuciones o impuestos u otro gasto similar por razón de habi or for taxes or assessments or other similar charges by reason of the----- 5el deudor hipotecario de jado de par por los mismos, devengará intereses a cón cortgagor's failure to pay the same, shall bear interest at the rate del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advance --hasta que los mismos sean satisfechos por el deudor hipotecario.---until repaid to the mortgagee .--(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-Five) All advances made by mortgagee as described in this mortgage,----eca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipowith interest, shall be immediately due and payable by the mortgagor---eccario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at the---designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto 1. cho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgagee shall relieve the mortgagor from breach of his covenant del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los 10 pay. Such advances, with interest shall be repaid from the primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo First available collections received from mortgagor. Otherwise, any paymentspago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier Payment made by mortgagor may be applied on the note or any otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to mortgagee secured hereby, in any order mortgagee --hipotecario determinare. (Reis) Usar el importe del préstamo evidenciado por el pagaré únicamente para (Siz) To use the loan evidenced by the note solelyos propósitos autorizados por el acreedor hipotecario.----for purposes authorized by mortgagee,----menes y cargas que graven los bienes o los derechos o intereses del deudor hipoad charges encumbering the property or the right or interest of mortgageecocario bajo los términos de esta hipoteca.-----Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-Elitt) To procure and maintain insurance against fire and other hazards as requireda el acreedor hipotecario sobre los edificios y las mejoras existentes en los biey mortgagee on all existing buildings and improvements on the pro---aza o cualquier otra mejora introducida en el futuro. El seguro contra fuego y perty and on any buildings and improvements put there on in the future. The insurance against ocros rizsgos serán en la forma y por las cantidades, términos y condiciones que The and other hazards will be in the form and amount and on terms and conditionsaprobare el acreedor hipotecario.----œ٠ (Nu ve) Conservar los bienes en buenas condiciones y prontamente verificar las (blue) To keep the property in good condition and promptly make all- -r-paraciones necesarias para la conservación de los bienes; no cometerá ni pereccersary repairs for the conservation of the property; he will not commit nor ...... micirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá permit to be committed any deterioration of the property; he will not remove nor demoli - 6 -

ningún edificio o inejora en los bienes, ni cortará ni removerá madera de la finca, any building or improvement on the property: nor will he eut or remove wood from the farm 3 ruma FmHA 427-1(S) PR (fev. 10-82) ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit to be removed gravel, sand, oil, gas, coal, or otherminerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgaged from time to-DE LA 900 tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagorsipotecario personalmente operará los bienes por sí y por medio de su familia como vil personally operate the property with his own and his family labor as a farm and for no other menos que el acreedor hipotecario consienta por escrito en otro método de operaunless mortgagee agrees in writing to any other method of operationción o al arrendamiento. (Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require,información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all-laws, ordinances, and regulations———— que afecten los bienes o su uso. affecting the property or its use. (Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times——— derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not————— otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-the security given is being lessened or impaired, and if such inspection or examination shall---minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo merdisclose, in the judgment of mortgagee, that the security given is being lessenedmada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by theo. deudor hipotecario de los convenios de esta hipoteca. mortgagor of the covenants of this mortgage. del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificari of the mortgagor to the property, the mortgagor will immediately notify -7podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus may institute the necessary proceedings in defense of its---intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos interest, and any costs or expenditures incurred by mortgagee by said-garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria by this mortgage within the additional credit of the mortgage clause para adelantos, gastos y otros pagos. Sta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-sionid abandon the property or voluntarily deliver it to mortgagee. dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-mortgages is hereby authorized and empowered-----to take possession of the property, to rent and administer the same and collect the rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the gastos de cobro y administración y en segundo término al pago de la deuda eviden-costs of collection and administration and secondly to the payment of the debt evidencedciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, by the note or any indebtedness to mortgagee hereby guaranteed, ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a tipo de interés y términos razonables para préstamos por tiempo y propósitos nie of interest and reasonable periods of time and purposes, emilares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgagor, at mortgagee's request will apply for and accept y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-uid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to outas en la agencia cooperativa en relación con dicho préstamo.

purchase any necessary shares of stock in the cooperative agency in regard to said loan. Dicciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas (sixteen) Should default occur in the performance or discharge of any obligation secured on esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluída como by this mortgage, or should mortgagor, or any one of the persons herein called dendor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere mortgagor, default in the payment of any amounts or violate or fail to comply or en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado or in any supplementary agreement, or die or be declared an incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acre incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of - 8 -







GADO-NOT

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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned, irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to-----al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)-----ncurrir y pagar los gastos razonables para la reparación o mantenimiento de los A incur and pay reasonable expenses for the repair and maintenance of the blenes y cualquier gasto u obligación que el deudor hipotecario no pagó según se y operty and any expenses and obligations that mortgagor did not pay as conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium, seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costa for the protection and preservation of the property y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) de solicitar la protección de la ley.--(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-the costs of survey, evidence of title, court costs, recordation fee and----ratios de abogado. (Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and hacer cumplir en una fecha subsiguiente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement 

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of

cualquier tièmpo (Uno) renunciar el cumplimiento de cualquier convenio u obli-any time (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two).

emociar con el deudor hipotecario o conceder al deudor hipotecario cualquier adulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestanista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-n incured lender) or for payment of any indebtedness to mortgagee cio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o mort of said property from the lien hereby created or grant deferment or ostergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre estponement of this mortgage to any other lien over chos bienes. iccinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, Recteen) All right, title and interest in or to this mortgage, ncluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones purciales, subordinación, cancelación total, radica sola y exclusivamente en el terés alguno en o sobre el gravámen y los beneficios aquí contenidos.----Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída cario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía default under any such other security instrument shallconstituirá incumplimiento de esta hipoteca.-estifido por correo certificado a menos que se disponga lo contrario por ley, y rel caso del acreedor hipotecario a Administración de Hogares de Agricultores, be case of mortgagee to Farmers Home Administration,-Appartamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el solido States Department of Agriculture, San Juan, Puerto Rico, and in the Caso del deudor hipotecario, a él a la dirección postal de su residencia según se see of mortgagor to him at the post office address of his residence as stated-----specifica más adelante. (Teintidos) El deudor hipotecario por la presente cede al acreedor hipotecar (Twenty-Two) Mortgagor by these presents grants to mortgagee - 10 -

ന്തa FmHA 427-1(S) PR el in arte de cualquier sentencia obtenido por expropiación forzosa para uso the amount of any judgment obtained by reason of condemnation proceedings for public -----(Rev. 10-82) público de los bienes o parte de ellos así como también el importe de la sentencia sec of the property or any part thereof as well as the amount of any judgment or daños causados a los bienes. El acreedor hipotecario aplicará el importe así for damages caused to the property. The mortgagee will apply the amount sorecibido al pago de los gastos en que incurriere en su cobro y el balance al pago del received to the payment of costs incurred in its collection and the balance to the payment——— pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta of the note and any indebtedness to the mortgagee secured by this----hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario. ---mortgage, and if any amount then remains, will pay such amount to mortgagor .--SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso SEVENTH: That for the purpose of the first sale to be held in case------STRO DE LA 10000 de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmenof foreclosure of this mortgage, in conformity with the mortgage law, as amended,—————— 193 kle LAS PROPIEDADES DESCRITAS COMO "A" y "B" en of SESENTA Y NUEVE MIL SEISCIENTOS DIEZ DOLARES-----(\$69,610.00).------Cada una individualmente.-----OCTAVO: El, deudor hipotecario por la presente renuncia al trámite de requeri-EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be----miento y se considerará en mora sin necesidad de notificación álguna por parte considered in default without the necessity of any notification of default or demand for paydel acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of theministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, Farmers Home Administration now in effect, and to its future regulations----no inconsistentes con los términos de esta hipoteca, así como también sujeta a not inconsistent with the provisions of this mortgage, as well as to thelas leyes del Congreso de Estados Unidos de America que autorizan la asignación laws of the Congress of the United States of America authorizing the making and-y aseguramiento del préstamo antes mencionado. ----insuring of the loan hereinb fore mentioned .--Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de One. At all times when the note mentioned in paragraph THIRD of— hipotecario cediere esta hipoteca sin asegurar el pagare: TRECE MIL----should assign this mortgage without insurance of the note DOLARES (\$ 13,610.00) SELSCIENTOS DIEZ DOLARES-----DOLLARS el principal de dicho pagaré, con sus intereses según estipulados a razón del TRES--the principal amount of said note, together with interest as stipulated therein at the rate of PUNTO SETENTA Y CINCO ----por ciento (3, 75---- 0/0) anual; RIVERA SO D/o) per annum; per cent ( 9:

- 11 -

BOGADO-NOT

En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:  At all times when said note is held by an insured lender:	
TRECE MIL SEISCIENTOS DIEZ	
DOLARES (\$13,610.00) DOLLARS (\$	
indemnizar al acreedor hipotecario por adelantos al prestamista asegurado indemnifying the mortgagee for advances to the insured lender	<b>\</b>
motivo del incumplimiento del deudor hipotecario de pagar los plazos seguio reason of mortgagor's failure to pay the installments as-	1//
especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,	i.
recto;	
VEINTE MIL CUATROCIENTOS QUINCE DOLARES	
DOLARES (\$ 20,415.00)	
indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda indemnifying the mortgagee lurther against any loss it might————————————————————————————————————	, men
estrir bajo su seguro de pago del pagaré.	
Tion. En cualquier caso y en todo tiempo;————————————————————————————————————	(A)
CINCO MIL CUATROCIENTOS CUARENTA Y CUATRO DOLARES	
) for default interest:	mm R C
DOS MIL SETECIENTOS VEINTIDOS DOLARES	
2,722.00) para contribuciones, seguro y otros adelantos para la con- ) for taxes, insurance and other advances for the preservation	D. J. D. J.
estación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo Enotection of this mortgage, with interest at the rate stated in paragraph	
CTO, Fercero;	
MIL TRESCIENTOS SESENTA Y UN DOLARES	
1,361.00) para costas, gastos y honorarios de abogado en caso ) for costs, expenses and attorney's fees in case	N
rjecución;————————————————————————————————————	RIVERA SOL
MIL TRESCIENTOS SESENTA Y UN DOLARES	0.81.00
) para costas y gustos que incurriere el acreedor hipoteca- ) for costs and expenditures incurred by the mortgagee in	O. RIVERA SO JOHAN
on procedimientos para defender sus intereses contra cualquier persona que intereses contra cualquier persona que intereses against any other person interfering with————————————————————————————————————	
onga o impugne el derecho de posesión del deudor hipotecario a los bienes según contesting the right of possession of mortgagor to the property as————————————————————————————————————	G186.000 370
consigna en el párrafo SEXTO, Trece.	O. OM
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	The state of the s
,	CAR OTE

Forma EmHA 427-1(S) PR (Rev. 10-82)











el in parte de cualquier sentencia obtenido por expropiación forzosa para uso the amount of any judgment obtained by reason of condemnation proceedings for public recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del received to the payment of costs incurred in its collection and the balance to the payment. pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta of the note and any indebtedness to the mortgagee secured by thishipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.————
mortgage, and if any amount then remains, will pay such amount to mortgagor.—————— SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso SEVENTH: That for the purpose of the first sale to be held in case----de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmenof foreclosure of this mortgage, in conformity with the mortgage law, as amended,dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma nortgagor does hereby appraise the mortgaged property in the amountde LAS PROPIEDADES DESCRITAS COMO "A" y "B" en -of SESENTA Y NUEVE MIL SEISCIENTOS DIEZ DOLARES-----(\$69,610.00).------Cada una individualmente.-----OCTAVO: El, deudor hipotecario por la presente renuncia al trámite de requeri-EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be miento y se considerará en mora sin necesidad de notificación álguna por parte considered in default without the necessity of any notification of default or demand for paydel acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of the ministración de Hogares de Agricultores ahora en vigor y a suturos reglamentos, Farmers Home Administration now in effect, and to its future regulationsno inconsistentes con los términos de esta hipoteca, así como también sujeta a not inconsistent with the provisions of this mortgage, as well as to thelas leyes del Congreso de Estados Unidos de America que autorizan la asignación laws of the Congress of the United States of America authorizing the making andaseguramiento del préstamo antes mencionado.---insuring of the loan hereinb fore mentioned,-NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:----NINTH: The amounts guaranteed by this mortgage are as follows:--Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de One. At all times when the note mentioned in paragraph THIRD ofesta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor

SEISCIENTOS DIEZ DOLARES------ DOLARES (\$ 13,610.00) DOLLARS (\$ el principal de dicho pagaré, con sus intereses según estipulados a razón del TRES— the principal amount of said note, together with interest as stipulated therein at the rate of

hipotecario cediere esta hipoteca sin asegurar el pagare! TRECE MIL------should assign this mortgage without insurance of the note,

this mortgage is held by mortgagee, or in the event mortgagee-

PUNTO SETENTA Y CINCO ----- por ciento (3.75---- %) anual; 0/o) per annum; per cent (



En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:  At all times when said note is held by an insured lender:	
TRECE MIL SEISCIENTOS DIEZ	
DOLLARS (\$13,610.00)	
indemnizar al acreedor hipotecario por adelantos al prestamista asegurado indemnifying the mortgagee for advances to the insured lender———————————————————————————————————	\-
motivo del incumplimiento del deudor hipotecario de pagar los plazos seguii	
especifica en el pagaré, con intereses según se e pecifica en el párrafo SEXTO, serified in the note, with interest as stated in paragraph SIXTH,	, in
:(c2(0)	
VEINTE MIL CUATROCIENTOS QUINCE DOLARES	
DOLARES (\$ 20,415.00) DOLLARS (\$	
indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda indemnifying the mortgagee further against any loss it might	estem
entrir bajo su seguro de pago del pagaré.	
Ties. En cualquier caso y en todo tiempo;	
CINCO MIL CUATROCIENTOS CUARENTA Y CUATRO DOLARES	
5,444.00) para intereses después de mora:	mmRc
DOS MIL SETECIENTOS VEINTIDOS DOLARES	e
\$2,722.00) para contribuciones, seguro y otros adelantos para la con- ) for taxes, insurance and other advances for the preservation	D. J. D. J.
s vación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo o protection of this mortgage, with interest at the rate stated in paragraph.	
TOTO, Tercero;	
MIL TRESCIENTOS SESENTA Y UN DOLARES	
) para costas, gastos y honorarios de abogado en caso ) for costs, expenses and attorney's fees in case	N/
rjecución;————————————————————————————————————	SUERA
MIL TRESCIENTOS SESENTA Y UN DOLARES	O. RIVERA SO. TO
) for costs and expenditutes incurried by the mortgagee in	O. RIVERA SO JO MAYOR
n procedimientos para defender sus intereves contra cualquier persona que interesta lings to defend its interesta against any other person interfering with	PU PUSHTO RICO O
enga o impugne el derecho de posesión del deudor hiporecario a los bienes según entesting the right of possession of mortgagor to the property as	RIVEROSAS
e consigna en el párrafo SEXTO, Trece.	TAIME EO Kem
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•	The state of the s

Torma FmHA 427-1(S) PR DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO TENTH: That the note(s) referred to in paragraph THIRD-----(Pev. 10-82) de esta hipoteca es (son) descrito(s) como sigue:----of this mortgage is(arc) described as follows:----"Pagaré otorgado en el caso número "Promissory note executed in case number fechado el día ----veintiocho (28)-de abril------de mil novecientos-----DE LA PAG noventa y cinco (1995)—— por la suma de TRECE MIL SEISCIENTOS in the amount of dolares de principal má of principal plus intereses sobre el balance del principal adeudado a razón del TRES PUNTO----interest over the unpaid balance at the rate of SETO NO SETENTA Y CINCO POR CIENTO---- ( 3.75%----) por ciento anua hasta tanto su principal sea totalmente satisfecho según los términos, plazos, cond until the principal is totally paid according to the terms, installments, ciones y estipulaciones contenida en dicho pagaré y según acordados y convenide conditions and stipulation contained in the promissory note and as agreed. entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aqu between the borrower and the Government, except that the final installment of the representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagader entire debt herein evidenced, if not sooner paid, will be due alos VEINTE (20) ANOS----and payable años de la secha de este pagaré. Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por Said promissory note is given as evidence of a loan made by the Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estad Government to the borrower pursuant to the law of the Congress of the United Unidos de América denominada "Consolidated Farm and Rural Development A States of America known as "Consolidated Farm and Rural Development Act of 1961" o de conformidad con el "Title V of the Housing Act of 1949", seg of 1961" or pursuant to "Title V of the Housing Act of 1949, 25. de Hogares de Agricultores y a los suturos reglamentos no inconsistentes con die Home Administration and to its suture regulations not inconsistent with the UNDECIMO: Que la propiedad objeto de la presente escritura y aobre la que ELEVENTH: That the property object of this deed and over which. . 13 -BOCHOO-NOTA FUERTU RICO

ver expositivo vegesimo primero	
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	RIVERS
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	of the same
Quirió el prestatario la descrita finca por , según surge del Registro	
converse acquired the described property by	
gún consta de la Escritura Número, según surge del Registro de lizuant to Deed Number  Propiedad	
Scha, según surge del Registro de la Propiedad.	
ragada en la ciudad de , según surge del Registro de la	
opiedad	mm RC
Fare Notary Copiedad.  Cha propiedad se encuentra ambas propiedades se encuentran	A V
America por las sumas principales de: CUARENTA Y UN- DOLARES (\$41,000.00); CINCO MIL DOLARES (\$5,000.00);	0109
STE MIL DOLARES (\$7,000.00); Y TRES MIL DOLARES	· ·
CODECIMO: Que comparecen en la presente escritura como Deudores Hipote	
TLETH: The parties appearing in the present deed as Mortgagots N ANTONIO ESCOBALES PAGAN Y DONA MARIA MAGDALENA VERA CASTELLANO, mayores de edad, casados entre si,	N/
agricultor él, ama de casa ella, de números de Seguro Social	•
spectivamente, vecinos y propietarios de Jayuya,	ORIVERA SO TO MARY
era dirección postal es: HC guión Cero Uno (HC-01) Box Cinco Dos	O. RIV. 30, 03
ro Cuatro (5204), Jayuya, Puerto Rico Cero Cero Seis is Cuatro (00664)	TAPA TAPA
ESCIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado	GADO-NOTARIO

Forma FmHA 427-1(S) PR (Rev. 10-82)





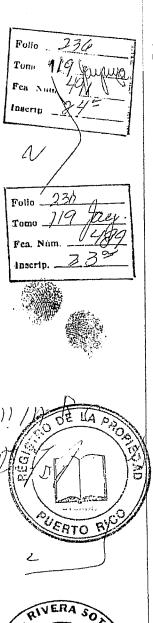






para times agrículas y la construcción y/o reparan y/o mejoras de las instalaciones for agricultural purposes and the construction and/or repair or improvement of the physical
físicas en la finca(s) descrita(s).  installations on the described farm(s).
DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc- FOURTEFNTH: The borrower will personally occupy and use any structure
tura que haya sido construída, mejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the loan————————————————————————————————————
aquí garantizado y no arrendará o usará para otros fines dicha estructura a meno: Therein guaranteed and shall not lease or use for other purposes said structure unleas
que el Gobierno lo consienta por escrito. La violación de esta clausula como li the Government so consents in writing. Violation of this clause as well us———————————————————————————————————
violación de cualquiera otro convenio o cláusula aquí contenida ocasionará e violation of any other agreement or clause herein contained will cause
vencimiento de la obligación como si todo el término hubiese transcurrido y e the debt to become due as il the whole term had elapsed and the
aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a l Government at its option may declare due and payable the loan and proceed to
ejecución de la hipoteca.
the the witogue of the manage.
DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción FIFTEENTH: This mortgage expressly extends to all construction————————————————————————————————————
o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, constru or building existing on the farm(s) hereinbefore described and all improvement,————————————————————————————————————
ción o edificación que se construya en dicha finca(s) durante le vigencia del proconstruction or building constructed on said farm(s) while the
tamo hipotecario constituido a favor del Gobierno, verificada por los actual mortgage loan constituted in favor of the Government is in effect, made by the present———————————————————————————————————
ducños deudores o por sus cesionarios o causahabientes.
DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomuna SIXTEENTH: The mortgagor by these presents hereby waives jointly and
y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores severally for himself and on behalf of his heirs, assignees, successors or
representances a favor del acreedor (ADininistración de Hogares de Agricultoro representatives, in favor of mortgagee (Farmers Home Administration)
cualquies detecho de Hogar Securo (Homestead) que un el present o en el fut any Homestead right (Homestead) that presently or in the future
pudiera tener en la propiedad descrita en el párrafo undécimo y en los edifi- he may have in the property described in paragraph eleventh and in the buildings
alli enclavados o que en el futuro fueran construidos; renuncia esta permitheren or which in the future may be constructed; this waiver being permitted
a favet de la Administración de Hogares de Agricultures por la Ley Número t in favor of the Farmera Home Administration by Law Number Thirteen
(13) del veintiocho (28) de mayo de mil novecientos sesenta v nueve (1969) (13) ol the twenty-eights of May, nineteen hundred sixty-nine (1969) (31
L.P.R.A. 1851)
DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que SEVENTE ENTH: Mortgagee and mortgager agree that any
quier estusa, horno, calentador comprado o financiado total o parciulmente store, oven, water heafer, purchased or financed completely or partially with

andos del préstamo aquí garantizado, se considerará e interpreterá como parte ude of the foan herein guaranteed, will be considered and understood to form part	
la propiedad gravada por esta Hipoteca.	
SCITEENTH: The mortgagor agrees and obligates himself to move—	
a octipar la propiedad objeto de esta escritura dentro de los próximos sesenta d occupy the property object of this deed within the following sixty	
ins a partir de la fecha de la inspección final; y en caso de circunstancias impre- rys from the date of final inspection, and in the event of unforescen circumstances	\
istas fuera del control del deudor hipotecario que le impidiera mudarse, este lo eyond his control which would impede him to do so, he will	
ertificará por escrito al Supervisor Local.	$\mathcal{N}/$
PECIMO NOVENO: Toda mejora, construcción o edificación que se construya INETEENTII: All improvement, construction or building constructed	/
n dicha finca durante la vigencia antes mencionada deberá ser construída previa- n said farm(s) during the term hereinbefore referred to, must be made with the previous	
uttorización por escrito del acreedor hipotecario conforme a los reglamentos pre- consent in writing of mortgagee in accordance with present regulations————————————————————————————————————	100
entes y aquellos futuros que se promulgaren de icuerdo a las leyes federales y future ones that may be promulgated pursuant to the rederal and	
ocales no inconsistentes o incompatibles con his leyes actuales que gobiernan ocal laws not inconsistent or incompatible with the present laws which govern	
hese types of loans.	
VIGESIMO: Este instrumento garantiza asímismo el rescate o recuperación de	
nalquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios ny interest credit or subsidy which may be granted to the borrower(s) by the	mmkc
or el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código di comment pursuant to Forty-Two	641
S C. Fourteen Ninety-a (42 U.S.C. 1490a)	D. 1 50
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	PUENTO RICO
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#### -----VIGESIMO PRIMERO-----

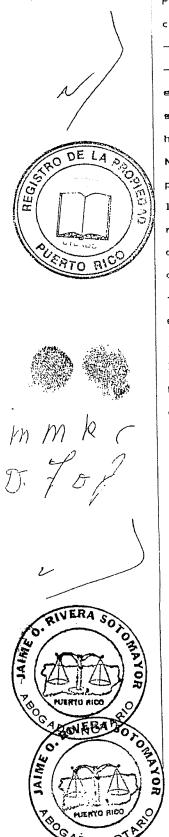
---Inscrita al folio doscientos treinta y cuatro vuelto (234 vto.) del tomo ciento diecinueve (119) de Jayuya, finca número cuatrocientos noventa y uno (491), inscripción veintitrés (23).

---"B" RUSTICA: Radicada en el Barrio Mameyes.
lugar denominado Limón, del término municipal de
Jayuya, Puerto Rico, compuesta de SIETE CUERDA!
PUNTO CUATROCIENTOS CINCUENTA CENTESIMAS DE OTRA
equivalentes a VEINTINUEVE MIL DOSCIENTOS OCHENTO
Y UNO PUNTO CUATROCIENTOS CINCO METROS CUADRADOS
dedicado a café, guineos y pastos. En LINDES:
por el Norte, con Joaquín Rodríguez Francisco; por
el Sur, Este y Oeste, con tierras de la cual esta
parcela se segregó."

propiedades hipotecadas responderán cada una razón de un CINCUENTA POR CIENTO (50%) de gravámen hipotecario.

---Y COMO TESTIGO INSTRUMENTAL: DON DOMING FERNANDEZ DE JESUS, mayor de edad, casado com María Luisa Rodríguez Quiñones, agricultor, donúmero de Seguro Social Cinco Ocho Tres guió Cuatro Ocho guión Nueve Nueve Dos Tres

vecino y propietario de Jayuya, Puert Rico, a quien YO, EL NOTARIO, DOY FE de conocerl personalmente, así como por sus dichos en s mayoría de edad, estado civil, profesión, númer de Seguro Social y vecindad, me asegura tener, y mi juicio tiene la capacidad legal necesaria par el presente otorgamiento, no teniendo ninguna d



las limitaciones impuestas por el Código Civil o
Puerto Rico ni la Ley Notarial Vigente para serv
como testigo
LECTURA Y ACEPTACION
Leyeron los comparecientes la presen
escritura y aceptan la misma en la forma en que
sido redactada por ser y hallarla conforme a l
hechos anteriormente expuestos, luego de YO,
NOTARIO, haberles hecho las advertencias legal
pertinentes al acto y de imponerles el derecho
la presencia de testigos instrumentales, al cu
recurren a ruegos de ANTONIO ESCOBALES PAGA
quien asegura no saber leer, ni escribir,
comparece como tal, DOMINGO FERNANDEZ DE JESUS
YO, EL NOTARIO, he leido en alta voz es
escritura a todos los comparecientes y al testi
instrumental, así como la han leido para si tod
los comparecientes, excepto ANTONIO ESCOBAL
PAGAN, por las razones antes expuestas, asi co
el testigo instrumental ha leído para si y en al
voz para los comparecientes que dijeron no por
leer, EN UNIDAD DE ACTO, ratificándose
comparecientes en todo lo contenido en e
escritura. Y en prueba de ello, EN UNIDAD
ACTO, estampan las huellas digitales de
pulgares los comparecientes que no saben leer
escribir y firma el testigo conmigo, EL NOTAR
en la última página de la presente escritur
estampan sus huellas digitales e iniciales
testigo y al margen de todos los folios

April 18 - A. Miller Blanch Company Co.

or high a constituency

----DECOTODO LO CONTENIDO en este instrument

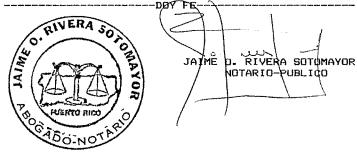
público y de quedar adheridos y cancelados le  $\mathbb{R}^{n}$ corresponditentes sellos del Impuesto Notarial de Colegio de Abogados de Puerto Rico, NOTARIO, que firmo, rubrico, signo y sello en Ciudad de la Tierra Alta, Jayuya, Puerto Rice --DOY FE---macio Mi Rele 2. Catalla 20 de Lomines Levande Do for RIVERA SO 19

FIRMADO: ANTONIO ESCOBALES PAGAN
FIRMADO: MARIA MAGDALENA RIVERA CASTELLANO
FIRMADO: DOMINGO FERNANDEZ DE JESUS (TESTIGO)

FIRMADO, RUBRICADO SIGNADO Y SELLADO: JAIME O. RIVERA SOTOMAYOR, NOTARIO PUBLICO. Tiene adheridos y cancelados los correspondientes sellos de Rentas Internas y del Impuesto Notarial del Colegio de Abogados de Puerto Rico, así como suscritas las iniciales de los otorgantes en todos los folios de la escritura matriz.

Corresponde bien y fielmente con el original de su contenido obrante en nuestro protocolo correspondiente, el cual original consta de once (11) folios, según el número y la fecha arriba indicados, al cual me remito.

En fe de lo cual, expido a solicitud de parte interesada, la presente copia certificada, que firmo, rubrico, signo y sello en Jayuya, Puerto Rico, hoy 28 de abril de 1995.----





Inscrito region se indica, en los nales puestes al maigin de cada una de las descripciones de les fincas Especto a liguteos a faires de Estados Unidos de america por blades Unidos a currenca par las sumas de \$41,000.00, \$5,000; \$7,000.00 9 \$3,000.00 9 & ista que \$1,000.00 9 \$3,000.00 9 & ista que Le constituja par este asiento; Utuado a 53 de Justio de 1995. Utuado a 53 de Justio de 1995. Utuado a Centro consolo 10-2-96 Metatrolone Serene de Centro de Cardonio. CLIENT: ANTONIO ESCOBALES PAGÁN

REF: 1521.218 BY: ALEXIA JUARBE

PROPERTY NUMBER: 491, recorded at page 236 of volume 10 of Jayuya, Registry of the Property of Utuado, Puerto Rico.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Situada en el barrio Mameyes, lugar nombrado "Limón" del término municipal de Jayuya, Puerto Rico, a café, guineos y pastos, compuesta de 4.82 cuerdas. En lindes al NORTE, con Juan Bautista y Francisca Salgado; al SUR, con José Butler y Joaquín Rodríguez Francisco; al ESTE y OESTE, con tierras de Loreto y Francisca Salgado.

#### ORIGIN:

It is segregated from property number 484, recorded at page 204, volume 10 of Jayuya.

#### TITLE:

This property is registered in favor of ANTONIO ESCOBALES PAGÁN and his wife MARÍA MAGDALENA RIVERA CARATTINI, who acquired it by purchase from Pedro Salgado Negrón y Catalina Soto, at a price of \$26,700.00, pursuant to deed #257, executed in Jayuya, Puerto Rico, on November 15, 1979, before Samuel A. Puig Magaz Notary Public, recorded at page 102 of volume 81 of Jayuya, property number 491, 8th inscription.

Presented on November 21, 1979 Recorded on November 23, 1979

#### LIENS AND ENCUMBRANCES:

- By reason of its origin this property is free of liens and encumbrances
- By reason of itself this property is encumbered by the following:
- MORTGAGE: Constituted by Antonio Escobales Pagán and his wife María Magdalena Rivera Carattini, over this and other properties, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$41,000.00, with 9% annual interests, due on 40 years, constituted by deed #258, executed in Jayuya, Puerto Rico, on November 15, 1979, before Samuel Puig Magaz Notary volume 81 of Jayuya, Public, recorded at page 102 of property number 491, 9th inscription.

It is not distributed the responsibility of mortgage. Presented on November 21, 1979 Recorded on November 23, 1979

Reamortized and modified the mortgage of  $9^{\mbox{\scriptsize th}}$  inscription as 2. follows: The amount due at September 19, 1985, amounts to \$39,881.23 of principal, plus \$2,881.27 of interest, for a total of \$42,762.50, with 9% annual interests, due on September 19, 2019, constituted by deed #141, executed in Jayuya, Puerto Rico, on September 1, 1985, before Francisco A. Delgado Martínez Notary Public, recorded at overleaf of page 103 of volume 81 of Jayuya, property number 491, 11th inscription.

Presented on November 14, 1985 Recorded on November 20, 1985

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PO.

PAGE #2 PROPERTY #491

3. MORTGAGE: Constituted by Antonio Escobales Pagán and his wife María Magdalena Rivera Carattini, over this and other properties, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$5,000.00, with 103% annual interests, due on 20 years, constituted by deed #52, executed in Jayuya, Puerto Rico, on April 18, 1984, before Francisco A. Delgado Martínez Notary Public, recorded at overleaf of page 102 of volume 81 of Jayuya, property number 491, 10th inscription.

It is not distributed the responsibility of mortgage. Presented on December 12, 1984
Recorded on December 12, 1984

4. Reamortized and modified the mortgage of 10th inscription as follows: The amount due at September 19, 1985, amounts to \$4,952.91 of principal, plus \$427.89 of interest, for a total of \$5,380.20, with 10.75% annual interests, due on September 19, 2005, constituted by deed #140, executed in Jayuya, Puerto Rico, on September 19, 1985, before Francisco A. Delgado Martínez Notary Public, recorded at overleaf of page 104 of volume 81 of Jayuya, property number 491, 12th inscription.

Presented on November 16, 1985 Recorded on November 20, 1985

5. MORTGAGE: Constituted by Antonio Escobales Pagán and his wife María Magdalena Rivera Carattini, over this and other properties, in favor of United States of America, in the original principal amount of \$7,000.00, responding by \$3,000.00, with 6% annual interests, due on 7 years, constituted by deed #44, executed in Jayuya, Puerto Rico, on March 18, 1988, before Francisco A. Delgado Martínez Notary Public, recorded at page 100 of volume 104 of Jayuya, property number 491, 13th inscription.

It is not distributed the responsibility of mortgage. Presented on September 26, 1989
Recorded on December 12, 1989

6. MORTGAGE: Constituted by Antonio Escobales Pagán and his wife María Magdalena Rivera Carattini, over this and other properties, in favor of United States of America, in the original principal amount of \$3,000.00, with 4% annual interests, due on 10 years, constituted by deed #28, executed in Jayuya, Puerto Rico, on February 22, 1990, before Rubén Hernández Rosario Notary Public, recorded at page 101 of volume 104 of Jayuya, property number 491, 14th inscription.

It is not distributed the responsibility of mortgage. Presented on February 23, 1990 Recorded on May 2, 1990

7. Reamortized and modified the mortgages of 9th, 10th and 13rd inscriptions as follows: The mortgage of 9th inscription amount due at February 22, 1990 reduced to the principal amount of \$38,895.69, plus \$285.68 of interest, with 5% annual interests and the amount of \$2,332.95 are non-capitalizable interest, which will not accrue interest, for a total of \$41,514.42, due on February 22, 2019; the mortgage of 10th inscription, amounts to \$4,838.92, with 5% annual interests the amount of \$283.97, for a total of \$5,122.89, due on February 22, 2005; and the mortgage of 13rd inscription, amounts to \$6,088.91, with 5% annual interest the amount of \$408.37, for a total of \$6,497.33, due on February 22, 2005, constituted by deed #27, executed in Jayuya, Puerto Rico, on February 22, 1990, before Rubén Hernández Rosario Notary Public, recorded at overleaf of page 101 of volume 104 of Jayuya, property number 491, 15th inscription.

Presented on February 23, 1990 Recorded on May 3, 1990

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



# ESTUDIOS DE TITULO SEGUROS DE TITULO BOX 1467, TRUJILO ALTO, P.R. 00977-1467 (787) 748-1130 / 748-8577 - FAX (787) 748-1143 estudios@eagleitlepr.com

PO.

PAGE #3 PROPERTY #491

8. Reamortized and modified the mortgage of 13th inscription as for its principal will be \$6,740.81 and due on January 1, 2005, constituted by deed #6, executed in Jayuya, Puerto Rico, on January 14, 1993, before Miguel Torres Maldonado Notary Public, recorded at page 103 of volume 104 of Jayuya, property number 491, 16th inscription.

Presented on January 25, 1993 Recorded on January 27, 1993

9. Reamortized and modified the mortgage of 14<sup>th</sup> inscription as for its principal will be \$3,003.66 and due on January 1, 2000, constituted by deed #9, executed in Jayuya, Puerto Rico, on January 14, 1993, before Miguel Torres Maldonado Notary Public, recorded at overleaf of page 103 of volume 104 of Jayuya, property number 491, 17<sup>th</sup> inscription.

Presented on January 25, 1993 Recorded on January 27, 1993

10. Reamortized and modified the mortgage of 9th inscription as for its principal will be \$46,830.31 and due on January 1, 2009, constituted by deed #7, executed in Jayuya, Puerto Rico, on January 14, 1993, before Miguel Torres Maldonado Notary Public, recorded at overleaf of page 104 of volume 104 of Jayuya, property number 491, 18th inscription.

Presented on January 25, 1993 Recorded on January 27, 1993

11. Reamortized and modified the mortgage of 10th inscription as for its principal will be \$5,178.53 and due on January 1, 2005, constituted by deed #8, executed in Jayuya, Puerto Rico, on January 14, 1993, before Miguel Torres Maldonado Notary Public, recorded at page 232 of volume 119 of Jayuya, property number 491, 19th inscription.

Presented on January 25, 1993 Recorded on January 27, 1993

12. Reamortized and modified the mortgage of 10th inscription as for its principal will be \$5,591.00 and due on 10 years, constituted by deed #206, executed in Jayuya, Puerto Rico, on October 19, 1994, before Miguel Torres Maldonado Notary Public, recorded at overleaf of page 232 of volume 119 of Jayuya, property number 491, 20th inscription.

Presented on November 3, 1994 Recorded November 7, 1994

13. Reamortized and modified the mortgage of 14th inscription as for its principal will be \$3,231.00, with 3.75% annual interests, and due on January 1, 1999, constituted by deed #207, executed in Jayuya, Puerto Rico, on October 19, 1994, before Miguel Torres Maldonado Notary Public, recorded at overleaf of page 233 of volume 119 of Jayuya, property number 491, 21th inscription.

Presented on November 3, 1994 Recorded November 7, 1994

14. Reamortized and modified the mortgage of 13rd inscription as for its principal will be \$7,275.93 and due on 15 years, constituted by deed #208, executed in Jayuya, Puerto Rico, on October 19, 1994, before Miguel Torres Maldonado Notary Public, recorded at page 234 of volume 119 of Jayuya, property number 491, 22th inscription.

Presented on November 3, 1994 Recorded November 8, 1994

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



ESTUDIOS DE TITULO SEGUROS DE TITULO P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467 TELS. (787) 748-1143 estudios@eagletilept.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

PAGE #4 PROPERTY #491

15. Reamortized and modified the mortgage of 9th inscription as for its principal will be \$50,585.48 and due on 24 years, constituted by deed #209, executed in Jayuya, Puerto Rico, on October 19, 1994, before Miguel Torres Maldonado Notary Public, recorded at overleaf of page 234 of volume 119 of Jayuya, property number 491, 23rd inscription.

Presented on November 3, 1994 Recorded November 8, 1994

16. MORTGAGE: Constituted by Antonio Escobales Pagán and his wife María Magdalena Rivera Carattini, over this and other propertyl, in favor of United States of America, in the original principal amount of \$13,610.00, responding 50% of the principal, with 3.75% annual interests, due on 20 years, constituted by deed #111, executed in Jayuya, Puerto Rico, on April 28, 1995, before Jaime O. Rivera Sotomayor Notary Public, recorded at overleaf of page 235 of volume 119 of Jayuya, property number 491, 24th inscription.

It is not distributed the responsibility of mortgage. Presented on June 23, 1995
Recorded June 23, 1995

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to January  $7^{\rm th}$ , 2021.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

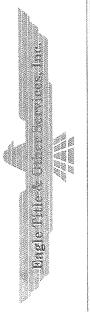
EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signáture

2

/----

mcr/dm/F



- I, Elías Díaz Bermúdez, of legal age, single and neighbor of Trujillo Alto, Puerto Rico, under solemn oath declare:
  - 1. That my name and personal circumstances are the above mentioned.  $\ensuremath{\text{a}}$
  - 2. That on January  $7^{\text{th}}$ , 2021, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
  - 3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this A day of

day of Jonuary

of 202

Elías Diaz Bermúdez

AFFIDAVIT NUMBER 4459.

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 12 day of 1 Many of 2021

Sello

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Sello de Asisteria Lezal

80093-2020-1210-14194237

NOTARY PUBLIC

CLIENT: ANTONIO ESCOBALES PAGÁN

REF: 1521.218 BY: ALEXIA JUARBE

PROPERTY NUMBER: 489, recorded at page 228 of volume 10 of Jayuya, Registry of the Property of Utuado,

Puerto Rico.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Radicada en el barrio Mameyes, lugar nombrado "Limón" del término municipal de Jayuya, Puerto Rico, compuesta de 7.450 cuerdas, equivalentes a 29,281.405 metros cuadrados, dedicado a café, guineos y pastos. En lindes al NORTE, con Joaquín Rodríguez Francisco; al SUR, ESTE y OESTE, con terrenos de la cual está parcela es segregación.

#### ORIGIN:

It is segregated from property number 484, recorded at page 204, volume 10 of Jayuya.

#### TITLE:

This property is registered in favor of ANTONIO ESCOBALES PAGÁN and his wife MARÍA MAGDALENA RIVERA CARATTINI, who acquired it by purchase from Pedro Salgado Negrón y Catalina Soto, at a price of \$21,300.00, pursuant to deed #257, executed in Jayuya, Puerto Rico, on November 15, 1979, before Samuel A. Puig Magaz Notary Public, recorded at page 230 of volume 81 of Jayuya, property number 489, 7th inscription.

Presented on November 21, 1979 Recorded on November 23, 1979

#### LIENS AND ENCUMBRANCES:

- By reason of its origin this property is free of liens and I. encumbrances
- By reason of itself this property is encumbered by the II. following:
- MORTGAGE: Constituted by Antonio Escobales Pagán and his wife María Magdalena Rivera Carattini, over this and other properties, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$41,000.00, with 9% annual interests, due on 40 years, constituted by deed #258, executed in Jayuya, Puerto Rico, on November 15, 1979, before Samuel Puig Magaz Notary Public, recorded at overleaf page 230 of volume 81 of Jayuya, property number 489, 8th inscription.

It is not distributed the responsibility of mortgage. Presented on November 21, 1979

Recorded on November 23, 1979

Reamortized and modified the mortgage of  $8^{\text{th}}$  inscription as 2. follows: The amount due at September 19, 1985, amounts to \$39,881.23 of principal, plus \$2,881.27 of interest, for a total of \$42,762.50, with 9% annual interests, due on September 19, 2019, constituted by deed #141, executed in Jayuya, Puerto Rico, on September 1, 1985, before Francisco A. Delgado Martínez Notary Public, recorded at overleaf of page 233 of volume 81 of Jayuya, property number 489, 10th inscription.

Presented on November 14, 1985 Recorded on November 20, 1985

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P.O.

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una obliza de Seguro de Título.

PAGE #2 PROPERTY #489

3. MORTGAGE: Constituted by Antonio Escobales Pagán and his wife María Magdalena Rivera Carattini, over this and other properties, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$5,000.00, with 10.75% annual interests, due on 20 years, constituted by deed #52, executed in Jayuya, Puerto Rico, on April 4, 1984, before Francisco A. Delgado Martínez Notary Public, recorded at overleaf of page 232 of volume 81 of Jayuya, property number 489, 9th inscription.

It is not distributed the responsibility of mortgage. Presented on December 12, 1984
Recorded on December 12, 1984

- 4. Reamortized and modified the mortgage of 9th inscription as follows: The amount due at September 19, 1985, amounts to \$4,952.91 of principal, plus \$427.89 of interest, for a total of \$5,380.20, with 10.75% annual interests, due on September 19, 2005, constituted by deed #140, executed in Jayuya, Puerto Rico, on September 19, 1985, before Francisco A. Delgado Martínez Notary Public, recorded at page 234 of volume 81 of Jayuya, property number 489, 11th inscription.

  Presented on November 16, 1985

  Recorded on November 20, 1985
- 5. MORTGAGE: Constituted by Antonio Escobales Pagán and his wife María Magdalena Rivera Carattini, over this and other properties, in favor of United States of America, in the original principal amount of \$7,000.00, with 6% annual interests, due on 7 years, constituted by deed #44, executed in Jayuya, Puerto Rico, on March 18, 1988, before Francisco A. Delgado Martínez Notary Public, recorded at page 95 of volume 104 of Jayuya, property number 489, 12th inscription. It is not distributed the responsibility of mortgage. Presented on September 26, 1989
  Recorded on December 12, 1989
- 6. MORTGAGE: Constituted by Antonio Escobales Pagán and his wife María Magdalena Rivera Carattini, over this and other properties, in favor of United States of America, in the original principal amount of \$3,000.00, with 4½% annual interests, due on 10 years, constituted by deed #28, executed in Jayuya, Puerto Rico, on February 22, 1990, before Rubén Hernández Rosaric Notary Public, recorded at page 96 of volume 104 of Jayuya, property number 489, 13th inscription.

It is not distributed the responsibility of mortgage. Presented on February 23, 1990
Recorded on May 2, 1990

7. Reamortized and modified the mortgages of 8th, 9th and 12th inscriptions as follows: The mortgage of 8th inscription amount due at February 22, 1990 reduced to the principal amount of \$38,895.69, plus \$285.68 of interest, with 5% annual interests and the amount of \$2,332.95 are non-capitalizable interest, which will not accrue interest, for a total of \$41,514.42, due on February 22, 2019; the mortgage of 9th inscription, amounts to \$4,838.92, with 5% annual interests the amount of \$283.97, for a total of \$5,122.89, due on February 22, 2005; and the mortgage of 12th inscription, amounts to \$6,088.91, with 5.50% annual interest the amount of \$408.37, for a total of \$6,497.33, due on February 22, 2005, constituted by deed #27, executed in Jayuya, Puerto Rico, on February 22, 1990, before Rubén Hernández Rosario Notary Public, recorded at page 97 of volume 104 of Jayuya, property number 489, 14th inscription.

Presented on February 23, 1990 Recorded on May 3, 1990



**ESTUDIOS DE TITULO** SEGUROS DE TITULO

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PAGE #3 PROPERTY #489

Reamortized and modified the mortgage of 12th inscription as for its principal will be \$6,740.81 and due on January 1, 2005, constituted by deed #6, executed in Jayuya, Puerto Rico, on January 14, 1993, before Miguel Torres Maldonado Notary Public, recorded at overleaf of page 104 of volume 104 of Jayuya, property number 489, 15th inscription.

Presented on January 25, 1993 Recorded on January 27, 1993

Reamortized and modified the mortgage of 13rd inscription as for its principal will be \$3,003.66 and due on January 1, 2000, constituted by deed #9, executed in Jayuya, Puerto Rico, on January 14, 1993, before Miguel Torres Maldonado Notary Public, recorded at page 100 of volume 104 of Jayuya, property number 489, 16th inscription.

Presented on January 25, 1993 Recorded on January 27, 1993

Reamortized and modified the mortgage of  $8^{\text{th}}$  inscription as for its principal will be \$46,830.31 and due on January 1, 2009, constituted by deed #7, executed in Jayuya, Puerto Rico, on January 14, 1993, before Miguel Torres Maldonado Notary Public, recorded at page 227 of volume 119 of Jayuya, property number 489, 17th inscription. Presented on January 25, 1993

Recorded on January 27, 1993

Reamortized and modified the mortgage of 9th inscription as for its principal will be \$5,178.53 and due on January 1, 2005, constituted by deed #8, executed in Jayuya, Puerto Rico, on January 14, 1993, before Miguel Torres Maldonado Notary Public, recorded at overleaf of page 227 of volume 119 of Jayuya, property number 489, 18th inscription.

Presented on January 25, 1993 Recorded on January 27, 1993

Reamortized and modified the mortgage of 9th inscription as for its principal will be \$5,591.00 and due on 10 years, constituted by deed #206, executed in Jayuya, Puerto Rico, on October 19, 1994, before Miguel Torres Maldonado Notary Public, recorded at page 228 of volume 119 of Jayuya, property number 489, 19th inscription.

Presented on November 3, 1994 Recorded November 7, 1994

Reamortized and modified the mortgage of  $13^{\rm rd}$  inscription as for its principal will be \$3,231.00, with 3.75% annual interests, and due on January 1, 1999, constituted by deed #207, executed in Jayuya, Puerto Rico, on October 19, 1994, before Miguel Torres Maldonado Notary Public, recorded at page 229 of volume 119 of Jayuya, property number 489, 20th inscription.

Presented on November 3, 1994 Recorded November 7, 1994

Reamortized and modified the mortgage of 12th inscription as for its principal will be \$7,275.93 and due on 15 years, constituted by deed #208, executed in Jayuya, Puerto Rico, on October 19, 1994, before Miguel Torres Maldonado Notary Public, recorded at page 229 of volume 119 of Jayuya, property number 489, 21th inscription.

Presented on November 3, 1994 Recorded November 8, 1994

Reamortized and modified the mortgage of 8th inscription as for its principal will be \$50,585.48 and due on 24 years, constituted by deed #209, executed in Jayuya, Puerto Rico, on October 19, 1994, before Miguel Torres Maldonado Notary Public, recorded at page 230 of volume 119 of Jayuya, property number 489, 22nd inscription.

Presented on November 3, 1994 Recorded November 8, 1994

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como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse imitada a la cantidad pagada por la preparación de dicho Estudio de Título. completa protección deben requerir una póliza de Seguro de

PAGE #4 PROPERTY #489

MORTGAGE: Constituted by Antonio Escobales Pagán and his wife María Magdalena Rivera Carattini, over this and other propertyl, in favor cf United States of America, in the original principal amount of \$13,610.00, responding 50% of the principal, with 3.75% annual interests, due on 20 years, constituted by deed #111, executed in Jayuya, Puerto Rico, on April 28, 1995, before Jaime O. Rivera Sotomayor Notary Public, recorded at page 231 of volume 119 of property number 489, 23rd inscription.

It is not distributed the responsibility of mortgage. Presented on June 23, 1995 Recorded June 23, 1995

#### REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to January 7th, 2021.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees when entering the data in the system.

> SERVICES, INC. EAGLE TITLE AND OTHER

> > Authorized signature Emes D

mcr/dm/F



- I, Elías Díaz Bermúdez, of legal age, single and neighbor of Trujillo Alto, Puerto Rico, under solemn oath declare:
  - 1. That my name and personal circumstances are the above mentioned.
  - 2. That on January  $7^{\rm th}$ , 2021, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
  - 3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this // day of /mulary of 2021.

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4457

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 12 day of January of 2021.

Sello

Se

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NOTARY PUBLIC

### Case 3:21-cv-01018 Document 1-21 Filed 01/12/21 Page 1 of 2

## UNITED STATES DEPARTMENT OF AGRICULTURE FARM SERVICE AGENCY

Exhibit 14

654 Muñoz Rivera Avenue 654 Plaza Suite #829 San Juan, PR 00918

Borrower:

Escobales Pagan, Antonio

Case No:

63-030-2313

#### CERTIFICATION OF INDEBTEDNESS

I, Carlos J. Morales, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the Farm Service Agency, United States Department of Agriculture (USDA), state that:

 The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of September 10, 2020

Loan Number	41-17
Note Amount	\$ 41,000.00
Original Note Date	11/15/1979
Date of Last Payment	None
Principal Balance	\$ 50,585.48
Unpaid Interest	\$ 69,591.06
Misc. Charges	\$ -
Total Balance	\$ 120,176.54
Daily Interest Accrual	\$ 7.6225
Amount Delinquent	\$ 120,176.54
Years Delinquent	Fully matured

Loan Number	41-18	
Note Amount	\$ 	5,000.00
Original Note Date	4/18/1984	
Date of Last Payment	6/16/1999	
Principal Balance	\$ 	2,922.76
Unpaid Interest	\$ 	3,103.34
Misc. Charges	\$	-
Total Balance	\$	6,026.10
Daily Interest Accrual	\$	0.4004
Amount Delinquent	\$	6,026.10
Years Delinquent	Fully matured	

- The information in the above Statement of Account in affiant's opinion is a true and correct statement
  of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

Carlos J. Morales Lugo LRTF Contractor September 10, 2020 Case 3:21-cv-01018 Document 1-21 Filed 01/12/21 Page 2 of 2

### UNITED STATES DEPARTMENT OF AGRICULTURE FARM SERVICE AGENCY

654 Muñoz Rivera Avenue 654 Plaza Suite #829 San Juan, PR 00918

Borrower:

Escobales Pagan, Antonio

Case No:

63-030-2313

### **CERTIFICATION OF INDEBTEDNESS**

I, Carlos J. Morales, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the Farm Service Agency, United States Department of Agriculture (USDA), state that:

 The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of September 10, 2020

Loan Number	44-19
Note Amount	\$ 7,000.00
Original Note Date	3/18/1988
Date of Last Payment	6/16/1999
Principal Balance	\$ 6,231.38
Unpaid Interest	\$ 5,958.97
Misc. Charges	\$ 
Total Balance	\$ 12,190.35
Daily Interest Accrual	\$ 0.5975
Amount Delinquent	\$ 12,190.35
Years Delinquent	Fully matured

Loan Number	43-21	
Note Amount	\$	13,610.00
Original Note Date	4/28/1995	
Date of Last Payment	5/25/2009 Offset	
Principal Balance	\$	13,610.00
Unpaid Interest	\$	12,140.11
Misc. Charges	\$	-
Total Balance	\$	25,750.11
Daily Interest Accrual	\$	1.3983
Amount Delinquent	\$	25,750.11
Years Delinquent	Fully matured	

- The information in the above Statement of Account in affiant's opinion is a true and correct statement
  of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

Carlos J. Morales Lugo LRTF Contractor

September 10, 2020

SCRA 5.4

#### **EXHIBIT 15**



### Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-6593

Birth Date:

Last Name: RIVERA CASTELLANO

First Name: **MARIA** 

Middle Name: **MAGDALENA** 

Status As Of: Apr-08-2020

Certificate ID: CQMMRV3Y0GFPMTW

On Active Duty On Active Duty Status Date			
Active Duty Start Date Active Duty End Date Status Service Component			
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date Active Duty End Date Status Service Component			
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date Order Notification End Date Status Service Component			
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Genento

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd. Seaside, CA 93955

#### Case 3:21-cv-01018 Document 1-22 Filed 01/12/21 Page 2 of 2

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: https://scra.dmdc.osd.mil/faq.xhtml#Q33. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

#### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

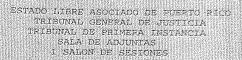
#### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



22 DE ABRIL DE 2013

LIC. RICARDO MORALES MALDONADO PO BOX 206

UTUADO PR 00641-0206

RE: CASO NUM: L2CI201300037
ESCOBALES RIVERA, EDUARDO
VS
EX PARTE

SOBRE: DEGLAFATORIA DE ERREDEZOS

ESTIMADO (A) SEÑOR (A) :

CON FECHA 19 DE ABRIL DE 2013 SE RECIBIO EN ESTA
SECRETARIA, EN GRADO DE TRASIADO, EL EXPEDIENTE NUMERO
PROCEDENTE DE ESA SALA, Y EL MISMO SA SIDO
RADICADO CON EL NUMERO (L2C1201300037)

ADEMAS, INFORMO QUE HE ENVIADO COPTA DE ESTA CARTA A LAS PARTES CORRESPONDIENTES A SUS RESPECTIVAS DIRECCIONES

TRIBUNAL DE PRIMERA INSTANCIA UTUADO - SECRETARIO (EMERA). PO BOX 2555 UTUADO PR 00641



CARTA ACUSANDO RECIBO DE EXPEDIENTE EN GRADO DE TRASLADO FORMA OAT-748 (REV. OCT. 1963) (REGLA 3 PROCEDIMIENTO CIVIL)

ESTADO LIBNE ASOCIADO DE PUERTO RICO PRIBUNAL DE PRIMERA INSTANCIA GALA DE ADJUNTAS 1 SALON DE SESTONES ESCOBALES RIVERA, EDUARDO CASO NUM. 1201201300037 SOBRE BY PARTE DECLARATORIA DE HEREDEROS NOTIFICACION DE SENTENCIA EL SECRETARIO QUE SUSCRIBE NOTIFICA A USTED QUE ESTE TRIBUNAL HA DICTADO SENTENCIA EN EL CASO DE EPIGRAFE CON FECHA DE 24 DE ABRIL DE 2013 , QUE HA SIDO DEBIDAMENTE REGISTRADA Y ARCHIVADA EN LOS ACTOS DE ESTE DASO, DONDE PODRA USTED ENTERARSE DETALLADAMENTE DE LOS TERMINOS DE LA MISMA Y SIENDO O REPRESENTANDO USTED LA PARTE PERJUDICADA POR LA SENTENCIA, DE LA CUAL PUEDE ESTABLECERSE RECURSO DE APELACION, DIRIJO À USTED ESTA NOTIFICACION, HABIENDO ARCHIVADO EN LOS AUTOS DE ESTE CASO COPIA DE ELLA CON FECHA 25 DE ABRIL DE 2013 LIG. RICARDO MORALES MALDONADO - PO BOX 206 UTUADO PR 00641-0206 ADJUNTAS , PUERTO RICO, A 25 DE ABRIL DE 2013 WANDA I. RIVERA PEREZ SECRETARIO POR: AMARILLYS LUCIANO TORRES SEC. AUX. TRIB. I CAT704 - NOTIFICACION DE SENTENCIA WWW.RAMAJUDICIAL.PR TELETRIBUNALES: (787)759-1888/ISLA 1-877-759-1888 LIBRE DE COSTO

#### ESTADO LIBRE ASOCIADO DE PUERTO RICO TRIBUNAL DE PRIMERA INSTANCIA SALA DE ADJUNTAS

EDUARDO ESCOBALES RIVERA

Peticionario

ANTONIO ESCOBALES PAGÁN

EX-PARTE

Causante

Civil Num: L2CI201300037

Sobre:

Declaratoria de Herederos

#### RESOLUCIÓN

El Peticionario **Eduardo Escobales Rivera** presento bajo juramento una peución de Declaratoria de Herederos de su padre, **Antonio Escobales Pagán** según lo dispuesto en el **Artículo** 552 del Código de Enjuciamiento Civil de Puerto Rico, según enmendado 32 L.P.R.A Sección 2301, según enmendado por la Ley Numero 203 del 23 de abril de 1974.

De lo alegado en la Petición y de la prueba documental presentada por el Peticionario se desprende que el causante falleció en Jayuya, Puerto Rico, el 10 de agosto de 2010. A su deceso el causante era casado con la señora Maria Magdalena Rivera Castellanos también conocida como Maria M. Rivera Castellanos y como Magdalena Rivera. El causante dejó bienes sujetos a división hereditaria en el municipio de Jayuya.

Le sobreviven los siguientes hijos cuyas circunstancias personales son las siguientes.

- Gladys Milagros Escobales Rivera, mayor de edad, nacida el 25 de mayo 1953 en Jayuya, Puerto Rico, casada con Fernando Marrero, ama de casa y vecina de Jayuya, Puerto Rico;
- Raúl Luis Escobales Rivera, mayor de edad, nacido el 9 de mayo de 1954 en Jayuya, Puerto Rico, soltero, empleado y vecino de Jayuya, Puerto Rico;
- 3. Elba Margarita Escobales Rivera, mayor de edad, nacida el 15 de octubre de 1955 en Jayuya, Puerto Rico, viuda y vecina de San Juan, Puerto Rico;
- 4. Manuel Antonio Escobales Rivera, mayor de edad, nacido el 1 de enero de 1959 en Jayuya, Puerto Rico, casado, empleado y vecino de Jayuya, Puerto Rico;
- 5. Jorge Luis Escobales Rivera, mayor de edad, nación el 18 de junio de 1961 en Jayuya, Puerto Rico, soltero, empleado y vecino de Jayuya, Puerto Rico;

- 5 Dose Magnet Ecoboles Rivers mayor de estad racido el 17 de WETON LESS ELEVIS PUES DE CESTO DE BRIM LEGES Empleado y veció de Layura, Fluero Arro.
- Maria Magdalena Escobales Rivera, major de edad secca el 15 de Riszo de 1965 en Jajoja, Posto Rico, soleta, ampienda y vecina de Jajoja, Puerso Rico
- 8. Eduardo Escobales Rivera, major de súas macco el 25 de sequembre de 1967, en Ponce, Puero Poco, casado con Zillina Payes, emplesdo y reimo de Galedo, Puesto Paca
- 9. Nellie Isabel Escoboles Rivera, appo de exat nacta el 10 de merco Ge 1969 en Jayuya, Puero Rico, cistado con Jose Robrigues, enclesdo y Vecina de Jayuya, Puero Rico;
- 10. Nancy Ecobales Rivera, mayor de estad, nacide el 15 de junio de 1972 en Jayuya, Puesta Rice, cesada con carac perez, existinara y vecana de Jayuya, Puerti Rotti
- 21 Erika Escobales Rivera, servor de edad racida el 8 de octubre de 1978 en Ponce Puerto Rico, casaca con Javier Morales, empleada y vecano de Jayuya, Pueto Rico:

A falconel cusare, see no nobe onego usareno agrab sobrese la comprodado por no figura decompado entre sis percencias, decomento alquio que adeure este hecho a pesar de la prisque a escritada nor el Pensonario es como pola Ceronicación Negativo de Testamento Expenido por la Directora de Notarias, de Registro de Paceres y Testamentos del Hanorable Inbuna Subremo de Puerto Roo, les caestancer searcheann dia Pescon

El causante no dejo datos heredens que no tueran los entes nombratos. Sendo pontario, estos sus unitas y universidas barresidas.

Visia la solicitud del Pendonano y ela junkia la prueba documenta presentata. el Tribunal declara CON LUGAR la misma y declara como cincos y corressaes nerederos del causante, Antonio Escobales Pagan a sus tiljos de nombres Gladys Milagros, Raúl Luis, Elba Marganta, Manuel Antonio, Jorge Luis, José Miguel, Maria Magdalena, Eduardo, Nellie Isabel, Nancy y Erika todos de apelidos Escobales Rivera y a su vicida Maria Magdalena Rivera Castellanos también conocida como Maria M. Rivera Castellanos ; വണ്ട Magdalena Rivera ട്രാ 'a വേദ viudal usufructuario disponible por ley, sin menoscabio o perjuicio de terteros que puderan presentar y probar mejor derectio, o ferecens for osos.

Remitase al Periconano, a través de su representación legal, los cocumentos en original de la Certificación de Defunción del causante, de Nacimiento de herederos, conservando copias de los mismos en el expediente del caso. (Ley 191 del 22 de diciembre de 2009)

## REGISTRESE Y NOTIFIQUESE

Dada en Adjuntas, Puerro Rico el 12 de abril de 2013.

LUIS E. MALDONADO GUZMAN

for the

United States of America, acting through the United States Department of Agriculture  Plaintiff(s) v.  MARÍA MAGDALENA RIVERA CARATTINI, et als.	Civil Action No.  FORECLOSURE OF MORTGAGE
	CIVIL ACTION
To: (Defendant's name and address) EDUARDO ESCOBALES RI St. Rd. 141, Km. 14.2 Mameyes Wd. Jayuya, P.R. 00664	IVERA
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you are the United States or a United States agency, or an officer P. 12 (a)(2) or (3) — you must serve on the plaintiff an answ the Federal Rules of Civil Procedure. The answer or motion whose name and address are:	ver to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑ P.O. BOX 3908 GUAYNABO PR 00970	O FAS
If you fail to respond, judgment by default will be en You also must file your answer or motion with the court.	ntered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	Signature of Clerk or Deputy Clerk

Civil Action No.

#### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (name ceived by me on (date)	ne of individual and title, if any) .			
	☐ I personally served	the summons on the individual	at (place)		
			on (date)	; or	
	☐ I left the summons	at the individual's residence or u	usual place of abode with (name)		
		, a perso	n of suitable age and discretion who res	sides the	ere,
	on (date)	, and mailed a copy to	the individual's last known address; or		
		ons on (name of individual)			, who is
	designated by law to	accept service of process on beh			
			on (date)	; or	
	☐ I returned the summ	mons unexecuted because			; or
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$		0
	I declare under penalty	y of perjury that this information	is true.		
Date:					
			Server's signature		
			Printed name and title		
			Server's address		

for the

District of 1 c	delto Ideo
United States of America, acting through the United States Department of Agriculture )	
Plaintiff(s)	
v. )	Civil Action No.
MARÍA MAGDALENA RIVERA CARATTINI, et als.	FORECLOSURE OF MORTGAGE
)	
Defendant(s)	
SUMMONS IN A	CIVIL ACTION
To: (Defendant's name and address) ELBA MARGARITA ESCOBA St. Rd. 141, Km. 14.2 Mameyes Wd. Jayuya, P.R. 00664	LES RIVERA
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you are the United States or a United States agency, or an officer of P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion rules whose name and address are:	er to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑO	) FAS
P.O. BOX 3908	
GUAYNABO PR 00970	
If you fail to respond, judgment by default will be ent You also must file your answer or motion with the court.	tered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	
	Signature of Clerk or Deputy Clerk

Civil Action No.

#### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (name ceived by me on (date)				
was re-		the summons on the individual	at (place)		
			on (date)		
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)		
		, a perso	on of suitable age and discretion who res	sides the	ere,
	on (date)	, and mailed a copy to	the individual's last known address; or		
	☐ I served the summo	ons on (name of individual)			, who is
	designated by law to a	accept service of process on beh	nalf of (name of organization)		
			on (date)	; or	
	☐ I returned the summ	nons unexecuted because			; or
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$		0 .
	I declare under penalty	of perjury that this information	n is true.		
Date:					
			Server's signature		
			Printed name and title		
			Server's address		

for the

United States of America, acting through the United States Department of Agriculture )	
Plaintiff(s)	
v. )	Civil Action No.
MARÍA MAGDALENA RIVERA CARATTINI, et als.	FORECLOSURE OF MORTGAGE
)	
Defendant(s)	
SUMMONS IN A	CIVIL ACTION
To: (Defendant's name and address) ERIKA ESCOBALES RIVERA St. Rd. 141, Km. 14.2 Mameyes Wd. Jayuya, P.R. 00664	
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you are the United States or a United States agency, or an officer of P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion rules whose name and address are:	er to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑO	FAS
P.O. BOX 3908	
GUAYNABO PR 00970	
If you fail to respond, judgment by default will be ent You also must file your answer or motion with the court.	tered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	
	Signature of Clerk or Deputy Clerk

Civil Action No.

#### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was ra	This summons for (naceived by me on (date)	ame of individual and title, if an	y)	
was ie	cerved by the on (aate)		·	
	☐ I personally serve	ed the summons on the ind	ividual at (place)	
			on (date)	; or
	☐ I left the summon	s at the individual's reside	ence or usual place of abode with (name)	
		,	a person of suitable age and discretion who resi	des there,
	on (date)	, and mailed a	copy to the individual's last known address; or	
	☐ I served the sumn	nons on (name of individual)		, who is
	designated by law to	accept service of process	on behalf of (name of organization)	
	on (date) ; or			
	☐ I returned the sun	nmons unexecuted because	e	; or
	☐ Other (specify):			
	My fees are \$	for travel and \$	for services, for a total of \$	0 .
	I declare under pena	lty of perjury that this info	ormation is true.	
Date:				
			Server's signature	
		_	Printed name and title	
		_	Server's address	

for the

United States of America, acting through the United States Department of Agriculture )	
Plaintiff(s)	
v. )	Civil Action No.
MARÍA MAGDALENA RIVERA CARATTINI, et als.	FORECLOSURE OF MORTGAGE
)	
Defendant(s)	
SUMMONS IN A C	CIVIL ACTION
To: (Defendant's name and address) GLADYS MILAGROS ESCOB St. Rd. 141, Km. 14.2 Mameyes Wd. Jayuya, P.R. 00664	BALES RIVERA
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you (are the United States or a United States agency, or an officer of P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion in whose name and address are:	r to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑO	FAS
P.O. BOX 3908	
GUAYNABO PR 00970	
If you fail to respond, judgment by default will be entory You also must file your answer or motion with the court.	ered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	
	Signature of Clerk or Deputy Clerk

Civil Action No.

#### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (name ceived by me on (date)				
was re-		the summons on the individual	at (place)		
			on (date)		
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)		
		, a perso	on of suitable age and discretion who res	sides the	ere,
	on (date)	, and mailed a copy to	the individual's last known address; or		
	☐ I served the summo	ons on (name of individual)			, who is
	designated by law to a	accept service of process on beh	nalf of (name of organization)		
			on (date)	; or	
	☐ I returned the summ	nons unexecuted because			; or
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$		0 .
	I declare under penalty	of perjury that this information	n is true.		
Date:					
			Server's signature		
			Printed name and title		
			Server's address		

for the

District	of Fuelto Rico
United States of America, acting through the United States Department of Agriculture  Plaintiff(s) v.  MARÍA MAGDALENA RIVERA CARATTINI, et als.  Defendant(s)	) ) ) ) Civil Action No.  FORECLOSURE OF MORTGAGE ) ) )
SUMMONS I	N A CIVIL ACTION
To: (Defendant's name and address) JORGE LUIS ESCOBAL St. Rd. 141, Km. 14.2 Mameyes Wd. Jayuya, P.R. 00664	LES RIVERA
A lawsuit has been filed against you.	
are the United States or a United States agency, or an off P. 12 (a)(2) or (3) — you must serve on the plaintiff an a the Federal Rules of Civil Procedure. The answer or mo whose name and address are:	a you (not counting the day you received it) — or 60 days if you ficer or employee of the United States described in Fed. R. Civ. answer to the attached complaint or a motion under Rule 12 of attorn must be served on the plaintiff or plaintiff's attorney,
JUAN CARLOS FORT P.O. BOX 3908	'UÑO FAS
GUAYNABO PR 0097	0
If you fail to respond, judgment by default will be You also must file your answer or motion with the court.	be entered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	Signature of Clerk or Deputy Clerk

Civil Action No.

#### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

	This summons for (nam	ne of individual and title, if any)			
was rec	ceived by me on (date)		_·		
	☐ I personally served	the summons on the indivi	dual at (place)		
			on (date)	; or	
	☐ I left the summons a	at the individual's residenc	e or usual place of abode with (name)		
			person of suitable age and discretion who res		
	on (date), and mailed a copy to the individual's last known address; or				
		ns on (name of individual)		, v	who is
	designated by law to a	accept service of process or	n behalf of (name of organization)		
			on (date)	; or	
	☐ I returned the summ	nons unexecuted because			; or
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$	0	
	I declare under penalty	of perjury that this inform	nation is true.		
Date:					
			Server's signature		
			Printed name and title		
		_	Server's address		

for the

United States of America, acting through the United States Department of Agriculture   Plaintiff(s) v.	Civil Action No.
MARÍA MAGDALENA RIVERA CARATTINI, et als. )	FORECLOSURE OF MORTGAGE
Defendant(s)	
SUMMONS IN A	CIVIL ACTION
To: (Defendant's name and address) JOSE MIGUEL ESCOBALES St. Rd. 141, Km. 14.2 Mameyes Wd. Jayuya, P.R. 00664	RIVERA
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you are the United States or a United States agency, or an officer P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion whose name and address are:	er to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑO P.O. BOX 3908 GUAYNABO PR 00970	O FAS
If you fail to respond, judgment by default will be en You also must file your answer or motion with the court.	tered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	Signature of Clerk or Deputy Clerk

Civil Action No.

#### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

	ne of individual and title, if any)		
eceived by me on (date)	· · ·		
☐ I personally served	the summons on the individual a	t (place)	
		on (date)	; or
☐ I left the summons	at the individual's residence or us	sual place of abode with (name)	
	, a person	of suitable age and discretion who res	sides there,
on (date)	, and mailed a copy to t	he individual's last known address; or	
☐ I served the summo	ons on (name of individual)		, who is
designated by law to	accept service of process on beha		
		on (date)	; or
☐ I returned the summ	nons unexecuted because		; or
☐ Other (specify):			
My fees are \$	for travel and \$	for services, for a total of \$	0
I declare under penalty	y of perjury that this information	is true.	
		Server's signature	
		Printed name and title	
		g	
		Server's address	

for the

United States of America, acting through the United States Department of Agriculture )	
Plaintiff(s)	
v. )	Civil Action No.
MARÍA MAGDALENA RIVERA CARATTINI, et als.	FORECLOSURE OF MORTGAGE
) )	
Defendant(s)	
SUMMONS IN A	CIVIL ACTION
To: (Defendant's name and address) MANUEL ANTONIO ESCOB St. Rd. 141, Km. 14.2 Mameyes Wd. Jayuya, P.R. 00664	BALES RIVERA
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you are the United States or a United States agency, or an officer P. 12 (a)(2) or (3) — you must serve on the plaintiff an answ the Federal Rules of Civil Procedure. The answer or motion whose name and address are:	er to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑO P.O. BOX 3908 GUAYNABO PR 00970	O FAS
If you fail to respond, judgment by default will be en You also must file your answer or motion with the court.	ntered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	
	Signature of Clerk or Deputy Clerk

Civil Action No.

#### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

	This summons for (nar	ne of individual and title, if any)			
was re	ceived by me on (date)	·			
	☐ I personally served	the summons on the individua	1 at (place)		
			on (date)	; or	
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)		
		, a pers	on of suitable age and discretion who res	sides there,	
	on (date)	, and mailed a copy to	o the individual's last known address; or		
	☐ I served the summo	ons on (name of individual)		, who	o is
	designated by law to	accept service of process on be	half of (name of organization)		
			on (date)	; or	
	☐ I returned the sumr	mons unexecuted because		;	or
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$	0	
	I declare under penalty	y of perjury that this information	on is true.		
Date:					
			Server's signature		
			Printed name and title		
			Server's address		

for the

	eno Rico
United States of America, acting through the United States Department of Agriculture   Plaintiff(s) v.  MARÍA MAGDALENA RIVERA CARATTINI, et als.  Defendant(s)	Civil Action No. FORECLOSURE OF MORTGAGE
SUMMONS IN A C	CIVIL ACTION
To: (Defendant's name and address) MARIA MAGDALENA ESCOB St. Rd. 141, Km. 14.2 Mameyes Wd. Jayuya, P.R. 00664	ALES RIVERA
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you (a are the United States or a United States agency, or an officer of P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion m whose name and address are:  JUAN CARLOS FORTUÑO P.O. BOX 3908  GUAYNABO PR 00970	to the attached complaint or a motion under Rule 12 of nust be served on the plaintiff or plaintiff's attorney,
If you fail to respond, judgment by default will be enter You also must file your answer or motion with the court.	ered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	Signature of Clerk or Deputy Clerk

Civil Action No.

#### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (name ceived by me on (date)				
was re-		the summons on the individual	at (place)		
			on (date)		
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)		
		, a perso	on of suitable age and discretion who res	sides the	ere,
	on (date), and mailed a copy to the individual's last known address; or				
	☐ I served the summo	ons on (name of individual)			, who is
	designated by law to a	accept service of process on beh	nalf of (name of organization)		
			on (date)	; or	
	☐ I returned the summ	nons unexecuted because			; or
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$		0 .
	I declare under penalty	of perjury that this information	n is true.		
Date:					
			Server's signature		
			Printed name and title		
			Server's address		

for the

District of Fu	eno Rico			
United States of America, acting through the United States Department of Agriculture   Plaintiff(s) v.  MARÍA MAGDALENA RIVERA CARATTINI, et als.  Defendant(s)	Civil Action No. FORECLOSURE OF MORTGAGE			
SUMMONS IN A C	CIVIL ACTION			
SUMMONS IN A C	IVIL ACTION			
To: (Defendant's name and address) MARÍA MAGDALENA RIVERA St. Rd. 141, Km. 14.2 Mameyes Wd. Jayuya, P.R. 00664	A CARATTINI			
A lawsuit has been filed against you.				
are the United States or a United States agency, or an officer of P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion me whose name and address are:	to the attached complaint or a motion under Rule 12 of nust be served on the plaintiff or plaintiff's attorney,			
JUAN CARLOS FORTUÑO	FAS			
P.O. BOX 3908 GUAYNABO PR 00970				
If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.  **MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT**				
Date:	Signature of Clerk or Deputy Clerk			
	Signature of Clerk or Deputy Clerk			

Civil Action No.

#### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was ra	This summons for (naceived by me on (date)	ame of individual and title, if an	y)	
was ie	cerved by the on (aate)		·	
	☐ I personally serve	ed the summons on the ind	ividual at (place)	
			on (date)	; or
	☐ I left the summon	s at the individual's reside	ence or usual place of abode with (name)	
		,	a person of suitable age and discretion who resi	des there,
	on (date)	, and mailed a	copy to the individual's last known address; or	
	☐ I served the sumn	nons on (name of individual)		, who is
	designated by law to	accept service of process	on behalf of (name of organization)	
			on (date)	; or
	☐ I returned the sun	nmons unexecuted because	e	; or
	☐ Other (specify):			
	My fees are \$	for travel and \$	for services, for a total of \$	0 .
	I declare under pena	lty of perjury that this info	ormation is true.	
Date:				
			Server's signature	
		_	Printed name and title	
		_	Server's address	

for the

United States of America, acting through the United States Department of Agriculture  Plaintiff(s) v.  MARÍA MAGDALENA RIVERA CARATTINI, et als.	Civil Action No.  FORECLOSURE OF MORTGAGE
	) ) )
SUMMONS IN A	CIVIL ACTION
To: (Defendant's name and address) NANCY ESCOBALES RIVE St. Rd. 141, Km. 14.2 Mameyes Wd. Jayuya, P.R. 00664	RA
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you are the United States or a United States agency, or an officer P. 12 (a)(2) or (3) — you must serve on the plaintiff an answ the Federal Rules of Civil Procedure. The answer or motion whose name and address are:	ver to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑ P.O. BOX 3908 GUAYNABO PR 00970	O FAS
If you fail to respond, judgment by default will be en You also must file your answer or motion with the court.	ntered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	Signature of Clerk or Deputy Clerk

Civil Action No.

#### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (nanceived by me on (date)	ne of individual and title, if any)			_
	☐ I personally served	the summons on the indivi	idual at (place)		
	on (date) ; or				
	☐ I left the summons		ee or usual place of abode with (name)		
			person of suitable age and discretion who res		
	on (date)	, and mailed a co	py to the individual's last known address; or		
		ons on (name of individual)		, who is	
	designated by law to	accept service of process of	n behalf of (name of organization)		_
			on (date)	; or	
	☐ I returned the sumr	nons unexecuted because		; or	
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$	0	
	I declare under penalt	y of perjury that this inforn	nation is true.		
Date:					
			Server's signature		
			Printed name and title		
			Server's address		

for the

District	of ructio Rico
United States of America, acting through the United States Department of Agriculture  Plaintiff(s) v.  MARÍA MAGDALENA RIVERA CARATTINI, et als.  Defendant(s)	) ) ) ) Civil Action No.  FORECLOSURE OF MORTGAGE ) )
SUMMONS I	IN A CIVIL ACTION
To: (Defendant's name and address) NELLIE ISABEL ESCOE St. Rd. 141, Km. 14.2 Mameyes Wd. Jayuya, P.R. 00664	BALES RIVERA
A lawsuit has been filed against you.	
are the United States or a United States agency, or an off P. 12 (a)(2) or (3) — you must serve on the plaintiff an a the Federal Rules of Civil Procedure. The answer or mowhose name and address are:	n you (not counting the day you received it) — or 60 days if you ficer or employee of the United States described in Fed. R. Civ. answer to the attached complaint or a motion under Rule 12 of otion must be served on the plaintiff or plaintiff's attorney,
JUAN CARLOS FORT P.O. BOX 3908	TUNO FAS
GUAYNABO PR 0097	00
If you fail to respond, judgment by default will be You also must file your answer or motion with the court	be entered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	Signature of Clerk or Deputy Clerk

Civil Action No.

#### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (name ceived by me on (date)							
was re-		the summons on the individual	at (place)					
			on (date)					
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)					
		, a perso	on of suitable age and discretion who res	sides the	ere,			
	on (date), and mailed a copy to the individual's last known address; or							
	☐ I served the summo	summons on (name of individual)						
	designated by law to accept service of process on behalf of (name of organization)							
	on (date)							
	☐ I returned the summ	nons unexecuted because			; or			
	☐ Other (specify):							
	My fees are \$	for travel and \$	for services, for a total of \$		0 .			
	I declare under penalty of perjury that this information is true.							
Date:								
			Server's signature					
			Printed name and title					
			Server's address					

for the

District of 1 c	ieno meo
United States of America, acting through the United States Department of Agriculture )	
Plaintiff(s)	
v. )	Civil Action No.
MARÍA MAGDALENA RIVERA CARATTINI, et als.	FORECLOSURE OF MORTGAGE
) ) )	
Defendant(s)	
SUMMONS IN A C	CIVIL ACTION
To: (Defendant's name and address) RAUL LUIS ESCOBALES RIV St. Rd. 141, Km. 14.2 Mameyes Wd. Jayuya, P.R. 00664	/ERA
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you (are the United States or a United States agency, or an officer of P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion in whose name and address are:	r to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑO P.O. BOX 3908 GUAYNABO PR 00970	FAS
If you fail to respond, judgment by default will be entory You also must file your answer or motion with the court.	ered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	
Date:	Signature of Clerk or Deputy Clerk

Civil Action No.

#### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (name ceived by me on (date)							
was re-		the summons on the individual	at (place)					
			on (date)					
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)					
		, a perso	on of suitable age and discretion who res	sides the	ere,			
	on (date), and mailed a copy to the individual's last known address; or							
	☐ I served the summo	summons on (name of individual)						
	designated by law to accept service of process on behalf of (name of organization)							
	on (date)							
	☐ I returned the summ	nons unexecuted because			; or			
	☐ Other (specify):							
	My fees are \$	for travel and \$	for services, for a total of \$		0 .			
	I declare under penalty of perjury that this information is true.							
Date:								
			Server's signature					
			Printed name and title					
			Server's address					

#### 

# UNITED STATES DISTRICT COURT DISTRICT OF PUERTO RICO

## **CATEGORY SHEET**

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI): Fortuño, Juan Carlos							
USDC-	PR Bar Number:	211913					
Email Address:		jcfortuno@fortuno-law.com					
1.	Title (caption) of the Case (provide only the names of the <u>first</u> party on <u>each</u> side):						
	Plaintiff:	UNITED STATES OF AMERICA, acting through the USDA					
	Defendant:	MARÍA MAGDALENA RIVERA CARATTINI; ET ALS.					
2.	Indicate the categor	ory to which this case belongs:					
	○ Ordinary Civil	il Case					
	Social Security						
	Banking						
	Injunction						
3.	Indicate the title and number of related cases (if any).						
	N/A						
4.	Has a prior action	action between the same parties and based on the same claim ever been filed before this Court?					
	Yes						
	⊠ No						
5.	Is this case require	ed to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284	?				
	Yes						
	⊠ No						
6.	Does this case que	estion the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)					
	Yes						
	⊠ No						
Date Submitted: January 4, 2021							

rev. Dec. 2009

Print Form

Reset Form

# Case 3:21-cv-01018 Document 1-37 Filed 01/12/21 Page 1 of 1 CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

purpose of initiating the civil do	ocket sheet. (SEE INSTRUC	TIONS ON NEXT PAGE O	F THIS FO	RM.)	, 1				
I. (a) PLAINTIFFS				DEFENDANTS					
UNITED STATES OF AMERICA				MARÍA MAGDALENA RIVERA CARATTINI, et als.					
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)				County of Residence of First Listed Defendant Jayuya, P.R.  (IN U.S. PLAINTIFF CASES ONLY)  NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.					
(c) Attorneys (Firm Name, 2) Juan C. Fortuño Fas Po Box 3908, Guaynabo Tel. 787-751-5290		•)		Attorneys (If Known)					
II. BASIS OF JURISDI	CTION (Place an "X" in O	ne Box Only)		TIZENSHIP OF P	RINCIPA	L PARTIES			
➤ 1 U.S. Government Plaintiff	☐ 3 Federal Question (U.S. Government)	Not a Party)		(For Diversity Cases Only) PT en of This State	rf Def 1 □ 1	Incorporated or Pri of Business In T		r Defenda PTF □ 4	<i>nt)</i> <b>DEF □</b> 4
☐ 2 U.S. Government Defendant	☐ 4 Diversity (Indicate Citizenship)	Citize	en of Another State	2 🗖 2	Incorporated and P of Business In A		□ 5	<b>5</b>	
				en or Subject of a reign Country	3 🗖 3	Foreign Nation		□ 6	<b>1</b> 6
IV. NATURE OF SUIT		ly) RTS	FC	DRFEITURE/PENALTY		here for: Nature of KRUPTCY	of Suit Code Des OTHER S		_
□ 110 Insurance □ 120 Marine □ 130 Miller Act □ 140 Negotiable Instrument □ 150 Recovery of Overpayment & Enforcement of Judgment □ 151 Medicare Act □ 152 Recovery of Defaulted Student Loans (Excludes Veterans) □ 153 Recovery of Overpayment of Veteran's Benefits □ 160 Stockholders' Suits □ 190 Other Contract □ 195 Contract Product Liability □ 196 Franchise    REAL PROPERTY □ 210 Land Condemnation   220 Foreclosure □ 230 Rent Lease & Ejectment □ 240 Torts to Land □ 245 Tort Product Liability □ 290 All Other Real Property	PERSONAL INJURY  □ 310 Airplane □ 315 Airplane Product Liability □ 320 Assault, Libel &	PERSONAL INJUR    365 Personal Injury	RTY	5 Drug Related Seizure of Property 21 USC 881 0 Other  LABOR 0 Fair Labor Standards Act 0 Labor/Management Relations 0 Railway Labor Act 1 Family and Medical Leave Act 0 Other Labor Litigation 1 Employee Retirement Income Security Act  IMMIGRATION 2 Naturalization Application 5 Other Immigration Actions	422 Appe   423 With 28 U   423 With 28 U   424 With 28 U   425 With 28 U   425 With 28 U   425 With 28 With	al 28 USC 158 drawal SC 157  RTY RIGHTS rrights at t - Abbreviated Drug Application emark SECURITY (1395ff) k Lung (923) C/DIWW (405(g)) D Title XVI 405(g))  AL TAX SUITS s (U.S. Plaintiff efendant)	□ 375 False Cla □ 376 Qui Tam	aims Act (31 USC) apportionn and Banking ce ion ar Influence Organization ar Credit are Consum on Act at TV ss/Common ge diutory Act aral Acts mental Mat of Inform on trative Pro ew or App Decision tionality of	ment g ed and ons ner ditties/ tions tters nation occdure
	moved from	Appellate Court	•	1 1 1 1 1 1 1 1 1	r District	☐ 6 Multidistr Litigation Transfer		Multidist Litigation Direct Fil	n -
VI. CAUSE OF ACTIO	Brief description of ca		-ιοι, <i>Γ</i> Ο	00 1921, et sey. & 2	20 000 10	) <del>,</del> ,			
VII. REQUESTED IN COMPLAINT:	CHECK IF THIS UNDER RULE 2	IS A <b>CLASS ACTION</b> 3, F.R.Cv.P.		EMAND \$ 164,142.99		HECK YES only URY DEMAND:		complair <b>X</b> No	ıt:
VIII. RELATED CASI IF ANY	E(S) (See instructions):	JUDGE			DOCKE	T NUMBER			
DATE 01/04/2021		signature of at s/Juan Carlos I							
FOR OFFICE USE ONLY  RECEIPT # AM	MOUNT_	APPLYING IFP		JUDGE		MAG. JUD	OGE		